



63± Acres

Offered in 3 Tracts or Combinations

Land Auction

Wednesday, January 15 • 6pm | Randolph County, IN

Quality Farmland with Good Frontage
Available for 2020 Crop Rights
Great Income Producing Farm
Beautiful Country-Style Homesites
Just outside of Farmland along SR 32

Information Booklet



ONLINE BIDDING AVAILABLE



800.451.2709 • www.SchraderAuction.com

SCHRADER
Real Estate and Auction Company, Inc.

DISCLAIMER:

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Sellers: Jack & Marcia Cox and Eileen Herron Estate



SCHRADER REAL ESTATE & AUCTION CO., INC.

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

260-244-7606 or 800-451-2709

SchraderAuction.com

Sale Manager: Mark Smithson

BOOKLET INDEX

**BIDDER PRE-REGISTRATION
ONLINE BIDDING REGISTRATION FORM
LOCATION MAP
PLAT MAP
AERIAL & SOIL MAPS
COUNTY LEGAL DRAINS MAP
FSA INFORMATION
PRELIMINARY TITLE
PHOTOS**



REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

WEDNESDAY, JANUARY 15, 2020

62 ACRES –RANDOLPH COUNTY, INDIANA

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,
P.O. Box 508, Columbia City, IN, 46725,

Email to auctions@schraderauction.com or fax to 260-244-4431, no later than Wednesday, January 8,
2020.

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
62± Acres • Randolph County, Indiana
Wednesday, January 15, 2020

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

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

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

1. My name and physical address is as follows:

My phone number is: _____

2. I have received the Real Estate Bidder's Package for the auction being held on Wednesday, January 15, 2020 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, Wednesday, January 8, 2020**. 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.

LOCATION MAP

LOCATION MAP



PLAT MAP

PLAT MAP

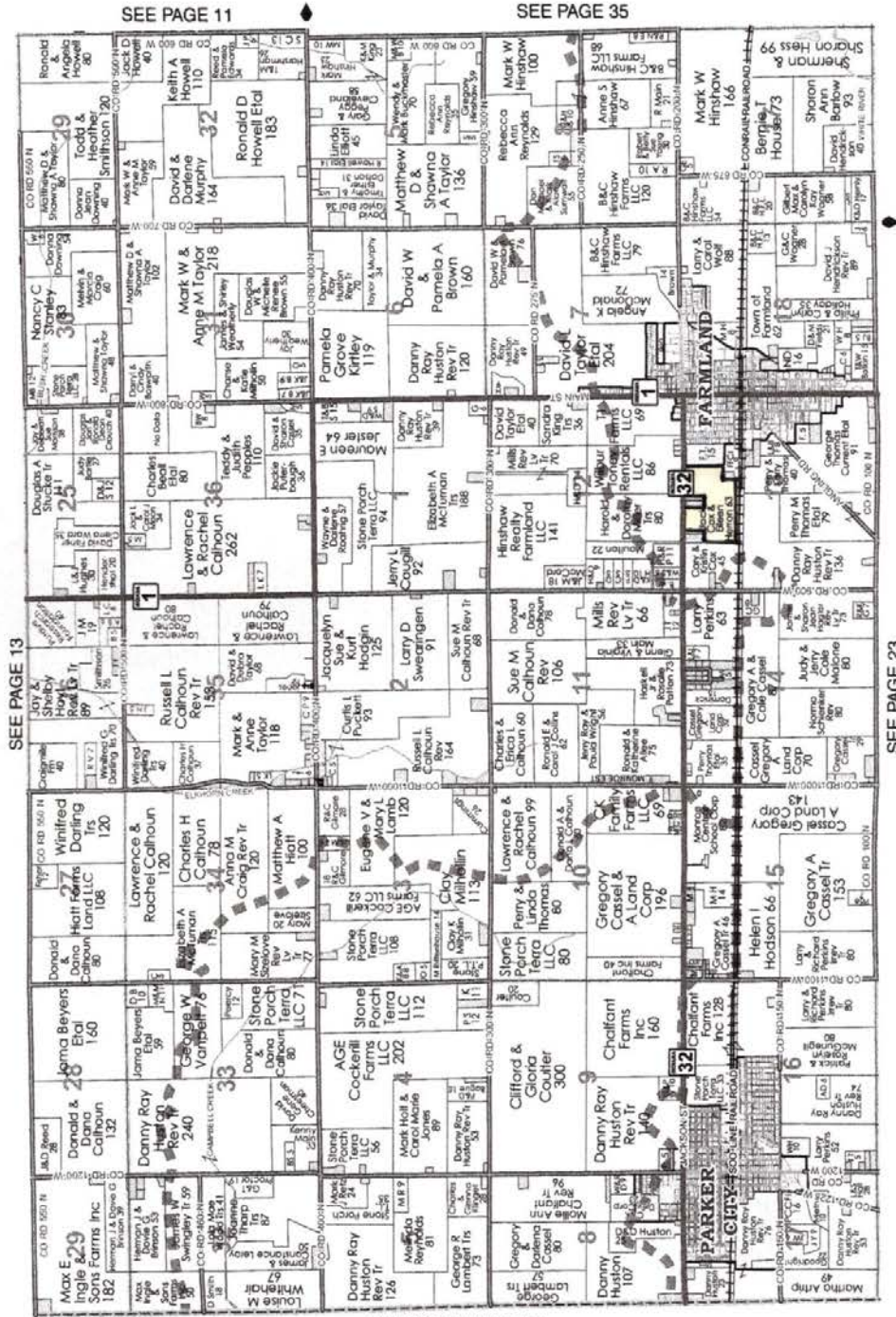


Monroe



Townships 20 & 21N - Ranges 12 & 13E

Copyright © 2018 Mapping Solutions



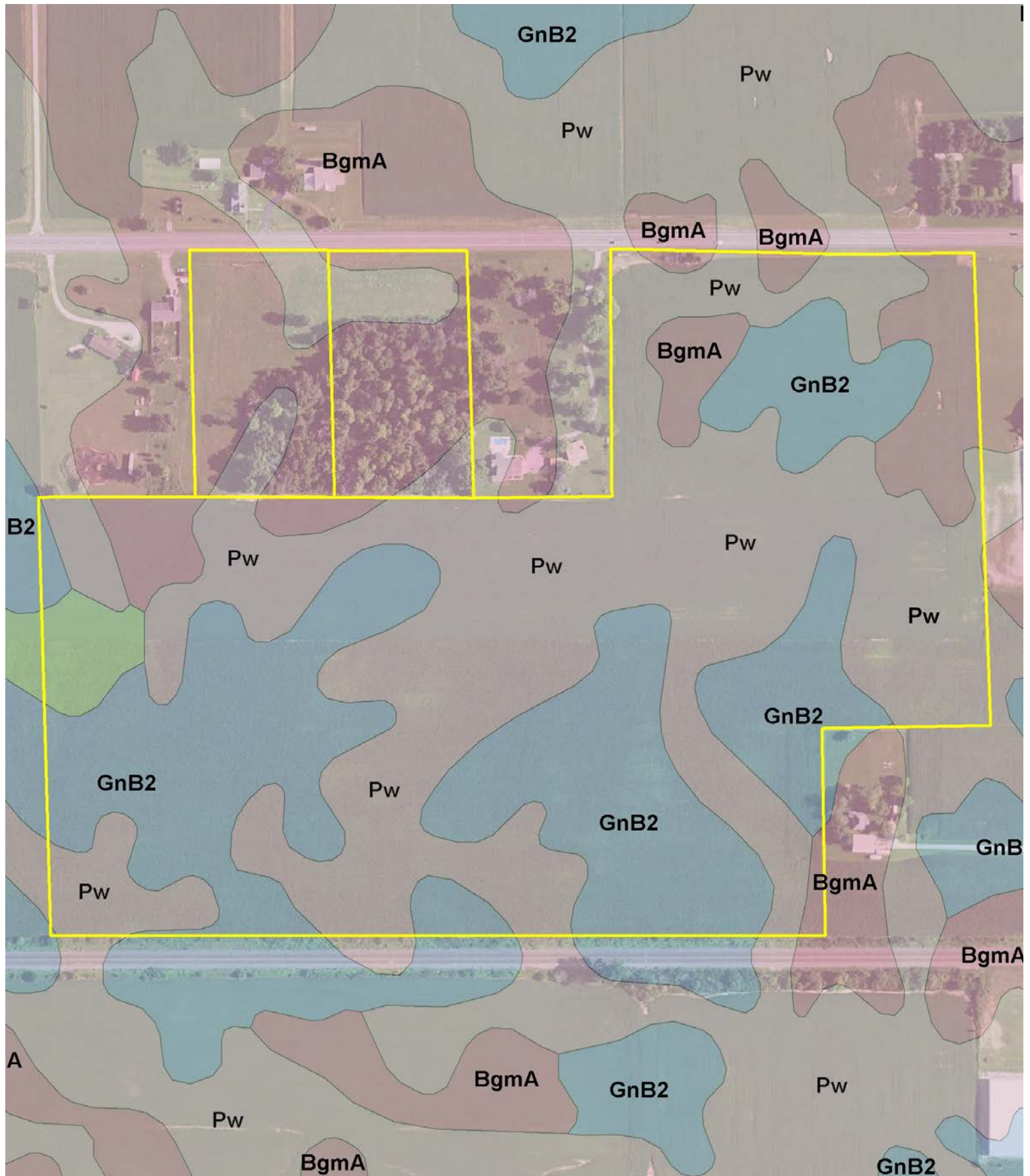
AERIAL & SOIL MAPS

AERIAL & SOIL MAPS



AERIAL & SOIL MAPS

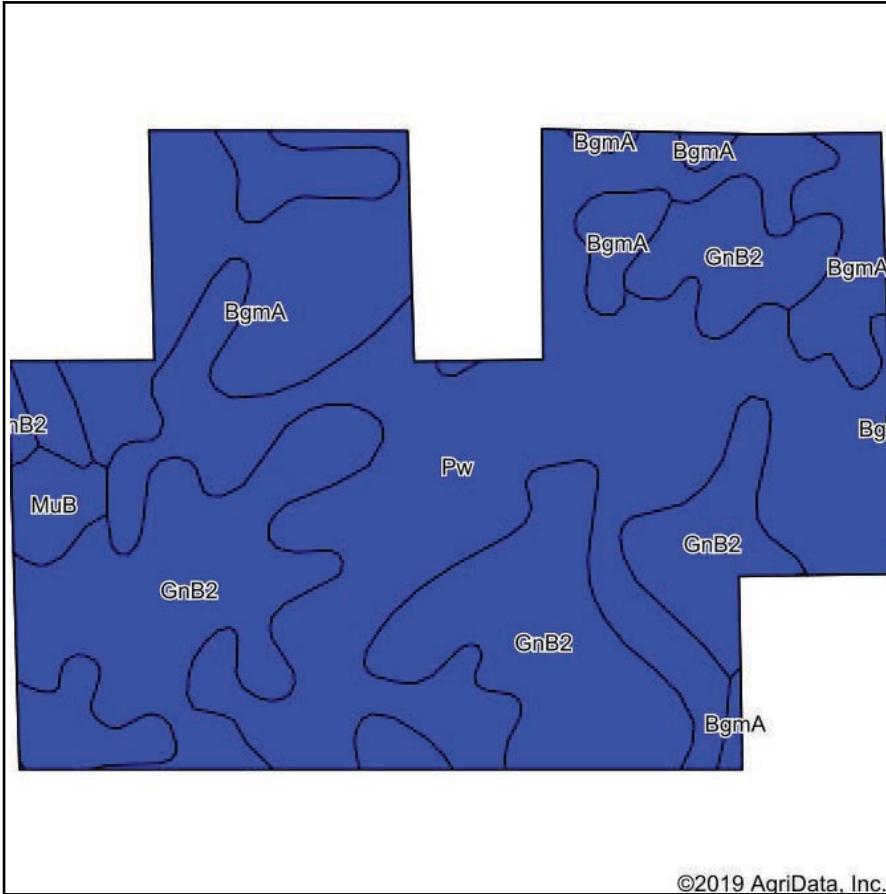
Soils Map



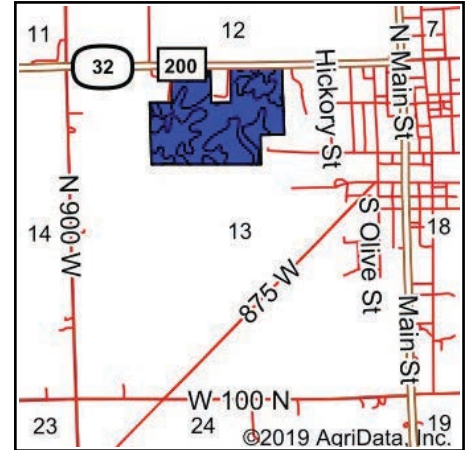
AERIAL & SOIL MAPS

Surety Soils Map

Soils Map



Soils data provided by USDA and NRCS.



State: **Indiana**
 County: **Randolph**
 Location: **13-20N-12E**
 Township: **Monroe**
 Acres: **62.97**
 Date: **11/15/2019**

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Maps Provided By:

surety
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Area Symbol: IN135, Soil Area Version: 23

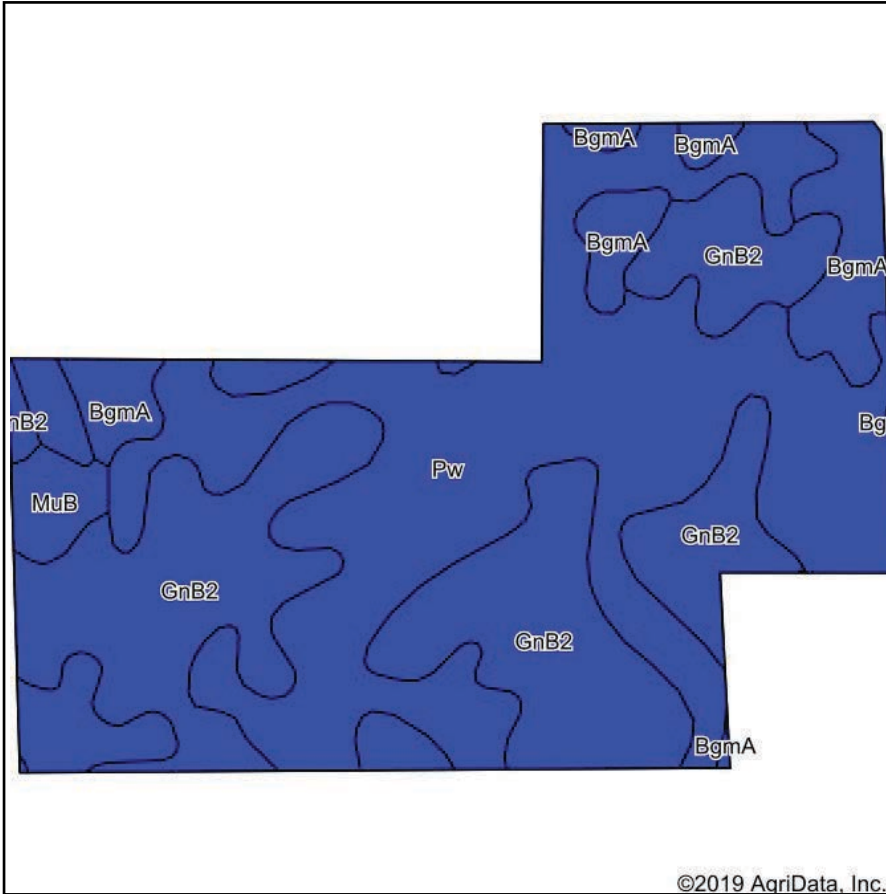
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn	Soybeans	Winter wheat	Grass legume hay	Grass legume pasture	Pasture
Pw	Pewamo silty clay loam, 0 to 1 percent slopes	29.91	47.5%		Ilw	157	47	64	5	11	
GnB2	Glynwood silt loam, 1 to 4 percent slopes, eroded	20.91	33.2%		Ile	129	44	57	4	8	
BgmA	Blount silt loam, ground moraine, 0 to 2 percent slopes	11.03	17.5%		Ilw	141	45	63	5	9	
MuB	Morley silt loam, 3 to 6 percent slopes	1.12	1.8%		Ile	117	41	53	4		8
Weighted Average						144.2	45.5	61.3	4.7	9.5	0.1

Soils data provided by USDA and NRCS.

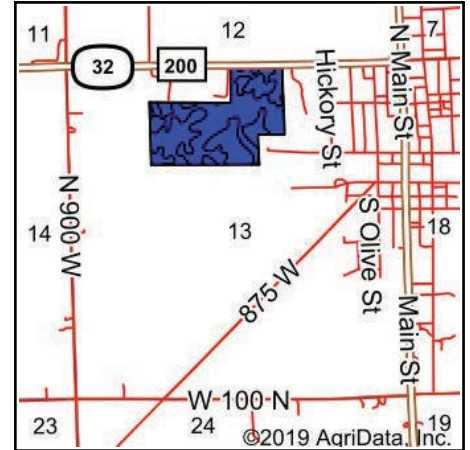
AERIAL & SOIL MAPS

Tillable Soils Map

Soils Map



Soils data provided by USDA and NRCS.



State: **Indiana**
 County: **Randolph**
 Location: **13-20N-12E**
 Township: **Monroe**
 Acres: **55.36**
 Date: **11/15/2019**

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Maps Provided By:

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Area Symbol: IN135, Soil Area Version: 23

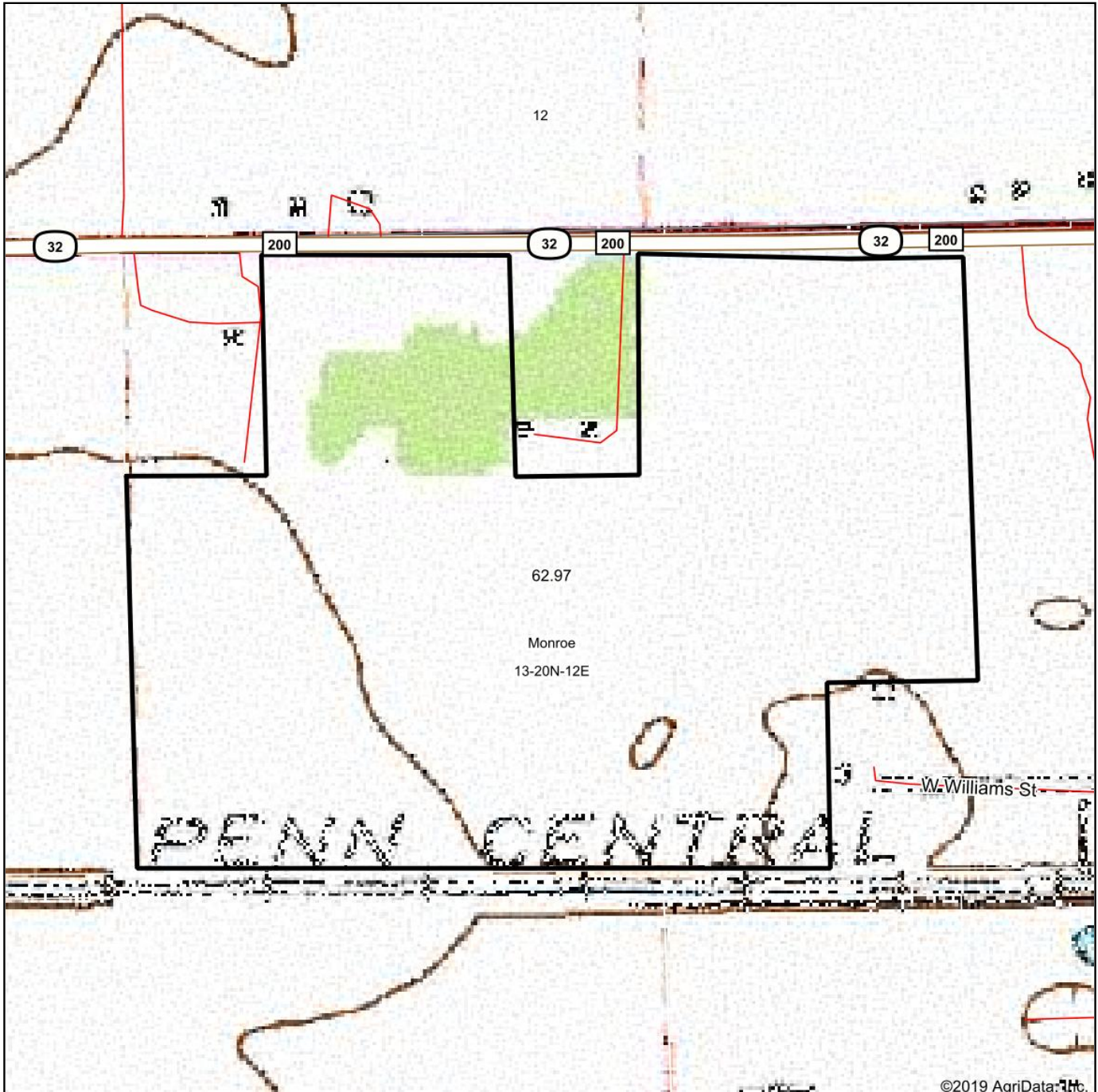
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn	Soybeans	Winter wheat	Grass legume hay	Grass legume pasture	Pasture
Pw	Pewamo silty clay loam, 0 to 1 percent slopes	27.98	50.5%		Ilw	157	47	64	5	11	
GnB2	Glynwood silt loam, 1 to 4 percent slopes, eroded	20.93	37.8%		Ile	129	44	57	4	8	
BgmA	Blount silt loam, ground moraine, 0 to 2 percent slopes	5.31	9.6%		Ilw	141	45	63	5	9	
MuB	Morley silt loam, 3 to 6 percent slopes	1.14	2.1%		Ile	117	41	53	4		8
Weighted Average						144.1	45.6	61	4.6	9.4	0.2

Soils data provided by USDA and NRCS.

AERIAL & SOIL MAPS

Topography Map

Topography Map



map center: 40° 11' 27.52, -85° 8' 18.54

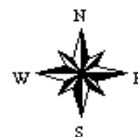
0ft 390ft 781ft

Maps Provided By:



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13-20N-12E
Randolph County
Indiana



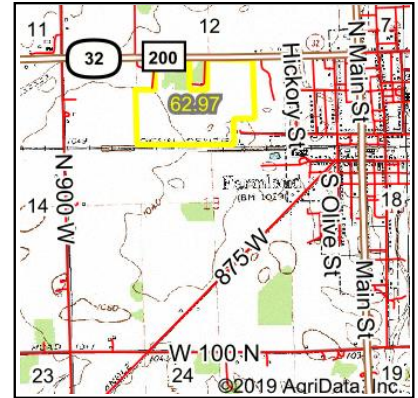
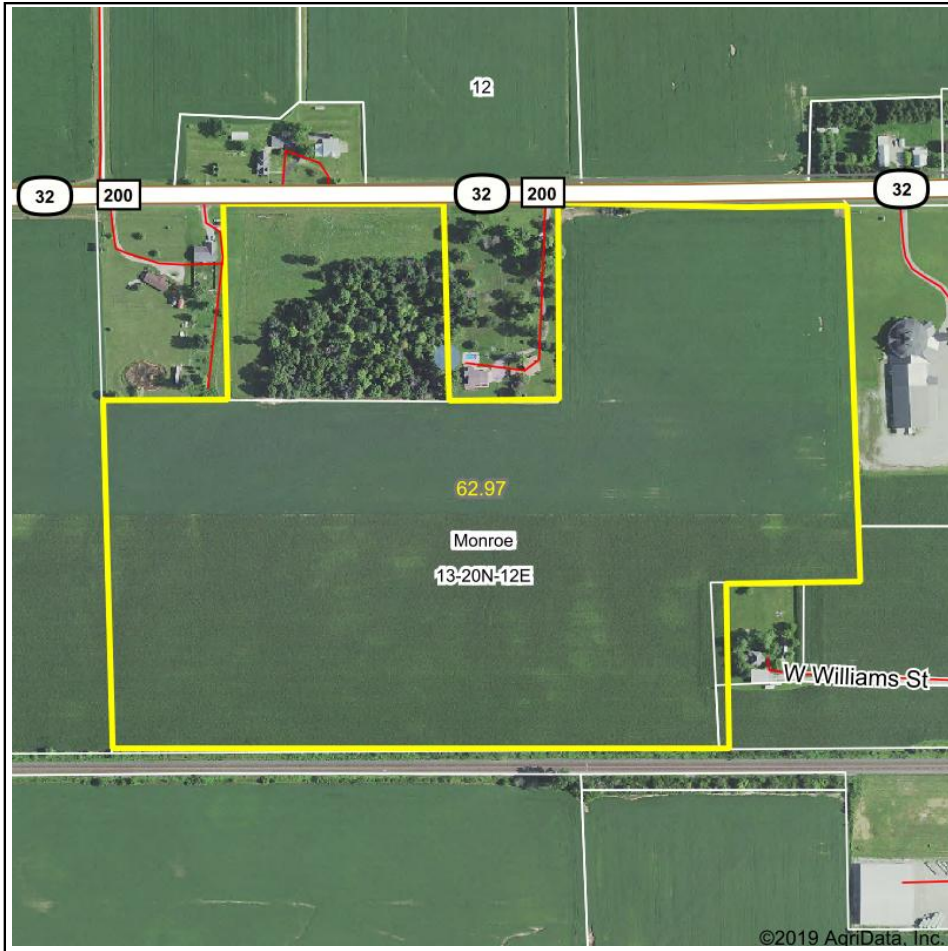
11/15/2019

Field borders provided by Farm Service Agency as of 5/21/2008.

AERIAL & SOIL MAPS

Wetlands Map

Wetlands Map



State: **Indiana**
 Location: **13-20N-12E**
 County: **Randolph**
 Township: **Monroe**
 Date: **11/15/2019**

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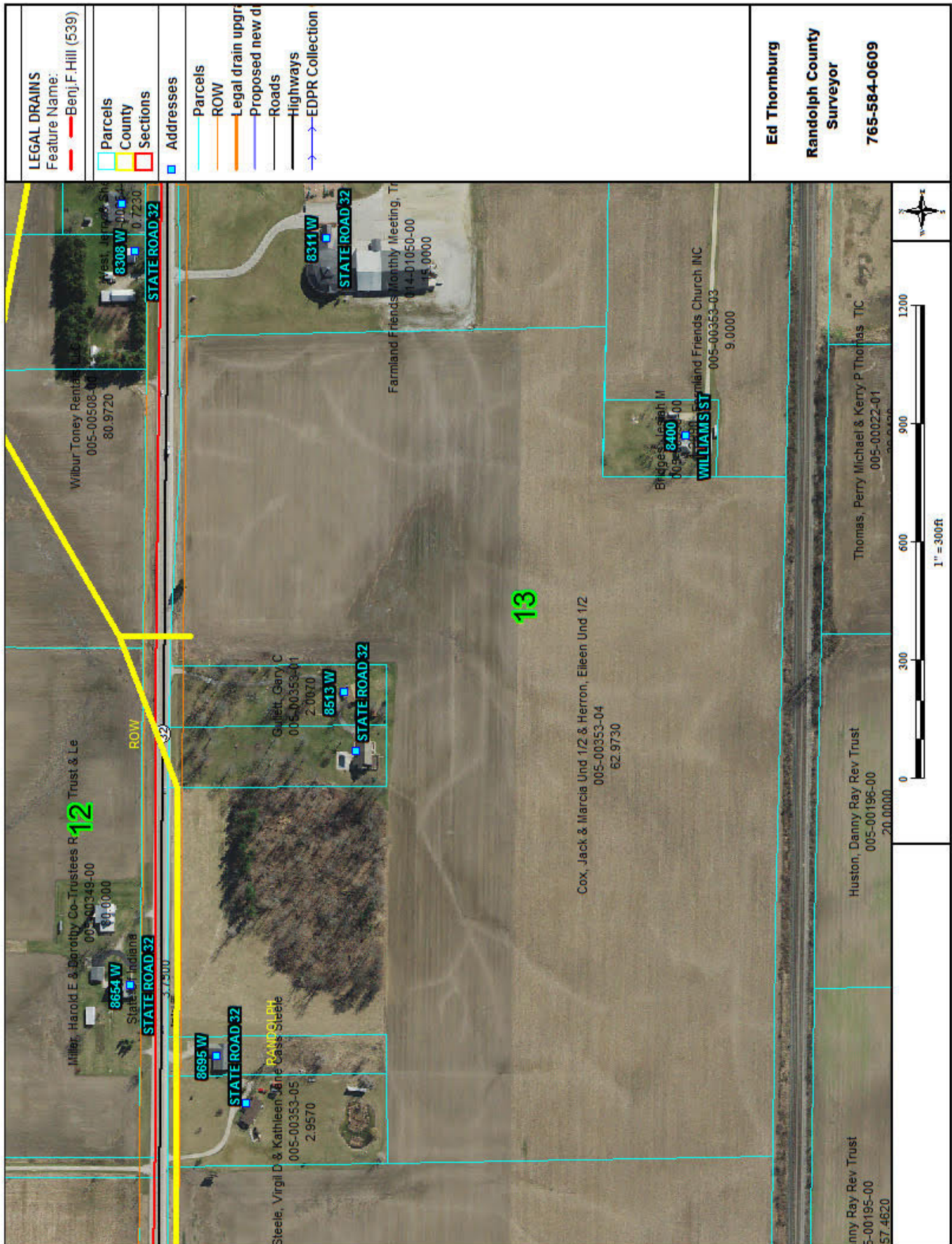
Classification Code	Type	Acres
PUBFx	Freshwater Pond	0.05
Total Acres		0.05

Data Source: National Wetlands Inventory website. U.S. DoI, Fish and Wildlife Service, Washington, D.C. <http://www.fws.gov/wetlands/>



COUNTY LEGAL DRAINS MAP

COUNTY LEGAL DRAINS MAP



FSA INFORMATION

FSA INFORMATION

FSA INFORMATION

INDIANA
RANDOLPH
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

FARM : 4423
Prepared : Nov 13, 2019
Crop Year : 2020

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

Operator Name :
Farms Associated with Operator : 18-135-754, 18-135-841, 18-135-989, 18-135-1080, 18-135-4033, 18-135-4177, 18-135-4423, 18-135-4438, 18-135-5205, 18-135-5335, 18-135-5498, 18-135-5626, 18-135-6860, 18-135-6861
CRP Contract Number(s) : None
Recon ID : None
ARCPLC G/F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
55.36	55.36	55.36	0.00	0.00	0.00	0.00	0.00	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL	Acre Election	EWP	DCP Ag.Rel. Activity	Broken From Native Sod
0.00	0.00	55.36	0.00		0.00		0.00	0.00	0.00

Crop Election Choice

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

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	37.50	0.00	116	
Soybeans	17.30	0.00	40	

TOTAL 54.80 0.00

NOTES

Tract Number : 7554

Description : C6/1A 850W-200N N1/2 S13 T20N R12E
FSA Physical Location : INDIANA/RANDOLPH
ANSI Physical Location : INDIANA/RANDOLPH
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : MARCIA COX, PHYLLIS EILEEN HERRON ESTATE, JACK COX
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
55.36	55.36	55.36	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel Activity	Broken From Native Sod
0.00	0.00	55.36	0.00	0.00	0.00	0.00	0.00

FSA INFORMATION

INDIANA
RANDOLPH
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 4423
Prepared : Nov 13, 2019
Crop Year : 2020

DCP Crop Data

Tract 7554 Continued ...

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	37.50	0.00	116
Soybeans	17.30	0.00	40
TOTAL	54.80	0.00	

NOTES

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

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

PRELIMINARY TITLE

PRELIMINARY TITLE

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
Fidelity National Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: IN Title Company
Issuing Office: 200 E. Washington St., Muncie, IN 47305
ALTA® Universal ID: N/A
Loan ID Number:
Commitment Number: 20192807
Issuing Office File Number: 20192807
Property Address:
Revision Number:

1. Commitment Date: November 25, 2019 at 8:00 A.M.

2. Policy to be issued:	Proposed Policy Amount
(a) ALTA Owner's Policy Standard	\$100,000.00

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.

(b) ALTA Loan Policy NONE

Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

4. Title to the said estate or interest in the Land is at the Commitment Date hereof vested in:

Jack Cox and Marcia Cox, husband and wife, an undivided one-half interest and the Devisees under the Last Will and Testament of Eileen Herron aka Phyllis Eileen Herron, deceased, an undivided one-half interest

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Fidelity National Title Insurance Company
By IN Title Company, Agent


James W. Smith, Authorized Countersignature

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 20192807

ALTA Commitment For Title Insurance Schedule 8-1-16 IN5

Page 1 of 4



PRELIMINARY TITLE

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
Fidelity National Title Insurance Company

EXHIBIT "A" LEGAL DESCRIPTION

ALL THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER AND OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 NORTH, RANGE 12 EAST THAT LIES NORTH OF THE C.C.C. AND ST. L. RAILROAD, CONTAINING ONE HUNDRED (100) ACRES, MORE OR LESS. SUBJECT TO THE RIGHT OF WAY OF THE UNION TRACTION COMPANY OF INDIANA, THE SAME BEING A STRIP OF LAND 30 FEET WIDE OFF OF AND ALONG THE NORTH SIDE OF SAID ABOVE DESCRIBED REAL ESTATE.

ALSO, A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST END OF THE SOUTH LINE OF WEST WILLIAMS STREET IN FARMLAND, INDIANA, AND RUNNING THENCE NORTH 20 FEET THENCE WEST PARALLEL WITH THE RIGHT OF WAY OF THE BIG FOUR RAILROAD TO THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13, THENCE SOUTH 20 FEET, THENCE EAST PARALLEL WITH SAID RIGHT OF WAY TO THE PLACE OF BEGINNING, SAID 20 FOOT STRIP BEING AN OPEN DRIVEWAY FROM WILLIAMS STREET IN THE TOWN OF FARMLAND TO THE FIRST ABOVE DESCRIBED TRACT OF LAND, CONTAINING IN ALL 96.60 ACRES.

EXCEPTING THEREFROM:

BEING A PART OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 20 NORTH, RANGE 12 EAST, IN MONROE TOWNSHIP, RANDOLPH COUNTY, INDIANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, SAID POINT BEING 45.00 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER, AND RUNNING THENCE, FROM SAID BEGINNING POINT, SOUTH, 568.00 FEET TO AN IRON PIPE SET; THENCE NORTH 89 DEGREES, 52 MINUTES AND 20 SECONDS WEST, 154.00 FEET TO AN IRON PIPE SET; THENCE NORTH, 567.66 FEET TO A POINT IN THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE EAST, ALONG SAID NORTH LINE, 154.00 FEET TO THE PLACE OF BEGINNING, CONTAINING AN AREA OF 2.007 ACRES.

ALSO EXCEPTING THEREFROM:

A PART OF THE WEST HALF (W1/2) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION THIRTEEN (13), TOWNSHIP TWENTY (20) NORTH, RANGE TWELVE (12) EAST MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SAID WEST HALF OF THE NORTHEAST QUARTER WITH THE NORTHERLY RIGHT-OF-WAY LINE OF THE CONRAIL RAILROAD AND THENCE RUNNING NORTH 88 DEGREES, 12 MINUTES WEST ON SAID RIGHT-OF-WAY LINE NINE HUNDRED FIFTY-FIVE (955.0') FEET; THENCE RUNNING NORTH 00 DEGREES 00 MINUTES EAST AND PARALLEL WITH THE EAST LINE OF SAID WEST HALF OF THE NORTHEAST QUARTER FOUR HUNDRED SEVENTY (470.0') FEET; THENCE RUNNING SOUTH 88 DEGREES, 12 MINUTES EAST AND PARALLEL WITH SAID RIGHT-OF-WAY LINE NINE HUNDRED FIFTY-FIVE (955.0') FEET TO A POINT IN THE EAST LINE OF SAID WEST HALF OF THE NORTHEAST QUARTER; THENCE RUNNING SOUTH 00 DEGREES 00 MINUTES WEST ON SAID EAST LINE FOUR HUNDRED SEVENTY (470.0') FEET TO THE POINT OF BEGINNING, CONTAINING 10.299 ACRES, MORE OR LESS.

ALSO EXCEPTING THEREFROM:

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 20192807

ALTA Commitment For Title Insurance Schedule 8-1-16 IN5

Page 2 of 4



PRELIMINARY TITLE

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
Fidelity National Title Insurance Company

BEING A PART OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 20 NORTH, RANGE 12 EAST, IN MONROE TOWNSHIP, RANDOLPH COUNTY, INDIANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, SAID POINT BEING 199.00 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER (ASSUMING THE SAID NORTH LINE RUNS EAST AND WEST), AND RUNNING THENCE, FROM SAID BEGINNING POINT, SOUTH 567.66 FEET TO AN IRON PIPE SET; THENCE NORTH 89 DEGREES, 52 MINUTES AND 20 SECONDS WEST, 154.00 FEET TO AN IRON PIPE SET; THENCE NORTH 567.31 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE EAST, ALONG SAID NORTH LINE, 154.00 FEET TO THE PLACE OF BEGINNING, CONTAINING AN AREA OF 2.006 ACRES.

ALSO EXCEPTING THEREFROM:

A PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION THIRTEEN (13), TOWNSHIP TWENTY (20) NORTH, RANGE TWELVE (12) EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT IN THE NORTH LINE SEVEN HUNDRED NINETY AND THIRTY-ONE HUNDREDTHS (790.31') FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER AND RUNNING THENCE SOUTH 88 DEGREES 32 MINUTES 10 SECONDS EAST ON SAID NORTH LINE FIVE HUNDRED SEVENTY-FOUR AND NINETY-THREE HUNDREDTHS (574.93') FEET TO THE POINT WHERE THE WEST LINE OF EARL PURSLEY'S ADDITION TO THE TOWN OF FARMLAND, PRODUCED NORTH, INTERSECTS SAID NORTH LINE; THENCE RUNNING SOUTH 00 DEGREES 2 MINUTES 45 SECONDS EAST, ALONG THE WEST LINE OF SAID ADDITION AND SAID WEST LINE PRODUCED NORTH ONE THOUSAND ONE HUNDRED THIRTY-EIGHT AND FIFTY-SEVEN HUNDREDTHS (1138.57') FEET; TO THE NORTHEAST CORNER OF A 10.299 ACRE TRACT; THENCE RUNNING NORTH 88 DEGREES 12 MINUTES WEST, ALONG THE NORTH LINE OF SAID 10.299 ACRE TRACT, FIVE HUNDRED SEVENTY-FIVE AND TWELVE HUNDREDTHS (575.12') FEET; THENCE RUNNING NORTH 00 DEGREES 2 MINUTES 45 SECONDS WEST AND PARALLEL WITH THE WEST LINE OF SAID PURSLEY'S ADDITION, ONE THOUSAND ONE HUNDRED THIRTY-FIVE AND TWO TENTHS (1135.20') FEET, TO THE POINT OF BEGINNING, CONTAINING 15.000 ACRES, MORE OR LESS.

ALSO EXCEPTING THEREFROM:

A PART OF THE EAST HALF (E 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION THIRTEEN (13), TOWNSHIP TWENTY (20) NORTH, RANGE TWELVE (12) EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT IN THE NORTH LINE TWO HUNDRED EIGHTEEN AND SIX TENTHS (218.6') FEET EAST OF THE NORTHWEST CORNER OF SAID EAST HALF OF THE NORTHWEST QUARTER AND RUNNING THENCE SOUTH 89 DEGREES 8 MINUTES 18 SECONDS EAST ON SAID NORTH LINE ONE HUNDRED (100.0') FEET; THENCE RUNNING SOUTH 00 DEGREES 13 MINUTES 38 SECONDS EAST FIVE HUNDRED EIGHTY-NINE AND THIRTEEN HUNDREDTHS (589.13') FEET; THENCE RUNNING NORTH 89 DEGREES 10 MINUTES WEST ONE HUNDRED (100.0') FEET; THENCE RUNNING NORTH 00 DEGREES 13 MINUTES 38 SECONDS WEST AND PARALLEL WITH THE WEST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER FIVE HUNDRED EIGHTY-NINE AND FIFTY-NINE HUNDREDTHS (589.59') FEET TO THE PLACE OF BEGINNING, CONTAINING ONE AND THREE HUNDRED FIFTY-EIGHT THOUSANDTHS (1.358) ACRES, MORE OR LESS.

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File No. 20192807

ALTA Commitment For Title Insurance Schedule 8-1-16 IN5

Page 3 of 4



PRELIMINARY TITLE

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
Fidelity National Title Insurance Company

ALSO EXCEPTING THEREFROM:

A PART OF THE EAST HALF (E1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION THIRTEEN (13), TOWNSHIP TWENTY (20) NORTH, RANGE TWELVE (12) EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE NORTHWEST CORNER OF SAID EAST HALF OF THE NORTHWEST QUARTER AND THENCE RUNNING SOUTH 89 DEGREES 8 MINUTES 18 SECONDS ON THE NORTH LINE THEREOF TWO HUNDRED EIGHTEEN AND SIX TENTHS (218.6') FEET; THENCE RUNNING SOUTH 00 DEGREES 13 MINUTES 38 SECONDS EAST AND PARALLEL WITH THE WEST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER FIVE HUNDRED EIGHTY-NINE AND FIFTY-NINE HUNDREDTHS (589.59') FEET; THENCE RUNNING NORTH 89 DEGREES 10 MINUTES WEST AND PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 32, TWO HUNDRED EIGHTEEN AND SIX TENTHS (218.6') FEET TO A POINT IN THE WEST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER; THENCE RUNNING NORTH 00 DEGREES 13 MINUTES 38 SECONDS WEST ALONG SAID WEST LINE, FIVE HUNDRED EIGHTY-NINE AND SEVEN TENTHS (589.7') FEET TO THE PLACE OF BEGINNING, CONTAINING 2.957 ACRES, MORE OR LESS.

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File No. 20192807

ALTA Commitment For Title Insurance Schedule 8-1-16 IN5

Page 4 of 4



PRELIMINARY TITLE

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY

Fidelity National Title Insurance Company

Requirements

File No.: 20192807

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records:
 - A. Warranty Deed to be executed from Jack Cox and Marcia Cox, husband and wife and Anne Sherrill Hinshaw as Personal Representative of the Estate of Eileen Herron aka Phyllis Eileen Herron, deceased to "BUYER".
 - B. The Proposed Policy Amount(s) must be modified to the full value of the estate or interest being insured, and any additional premium must be paid. The Proposed Policy Amount for an owner's policy should reflect the contract sales price unless the Company is furnished with a current appraisal indicating a different value. The Proposed Policy Amount for a loan policy will not be issued for an amount less than the principal amount of the mortgage debt or no more than 20% in excess of the principal debt in order to cover interest, foreclosure costs, etc. Proposed Policy Amount(s) will be revised, and premiums will be charged per the Company's Rate Manual then in effect when the final amounts of insurance are approved.
 - C. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

IF THERE IS A MORTGAGE SHOWN ABOVE THAT IS AN EQUITY LINE MORTGAGE, A FULL SATISFACTION OF THE MORTGAGE MUST BE OBTAINED AND ALL CREDIT CARDS OR THE BALANCE OF VERIFIED UNUSED ACCOUNT CHECKS MUST BE SENT TO THE MORTGAGEE TOGETHER WITH A REQUEST FROM THE MORTGAGOR INSTRUCTING THE MORTGAGEE TO CLOSE THE ACCOUNT.

Satisfactory evidence shall be produced that all improvements and/or repairs or alterations thereto are completed; that contractor, subcontractor, labor and material men are all paid in full.

Disclosure of Sale Information Form completed by Buyer and Seller as required by Indiana Law accompanying the Deed from transfer.

Beginning July 1, 2009, HEA 1374 (IC 27-7-3.7) concerning Good Funds in real estate transactions requires funds deposited into an escrow account for closing from any party to the transaction in amounts over \$10,000.00 to be in the form of an irrevocable wire transfer. Funds deposited into an escrow account for closing in an amount less

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File No. 20192807

ALTA Commitment For Title Insurance Schedule 8-1-16 IN5

Page 1 of 2



PRELIMINARY TITLE

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
Fidelity National Title Insurance Company

Requirements

than \$10,000.00 must be in the form of "good funds" as defined in the Act.

Beginning July 1, 2006, any document to be recorded must contain a statement in the following form "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name)", before the document will be accepted for recording by the County Recorder. Failure to comply will result in a delay or cancellation of closing. Further, as of July 1, 2006, there will be an additional \$5.00 charge per policy, as a fee required by Indiana Statute for the State of Indiana's Title Insurance Enforcement Fund.

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ALTA Commitment For Title Insurance Schedule 8-1-16 IN5

Page 2 of 2



PRELIMINARY TITLE

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
Fidelity National Title Insurance Company

Exceptions

File No.: 20192807

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

Standard Exceptions:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachments, 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 furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.

Note: The Policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

Note: The Company has performed a judgment search versus the owner as shown in Schedule A, Item 4, and none were found unless shown in Schedule B.

Special Exceptions:

7. The acreage indicated, if any, in the legal description is solely for the purpose of identifying the said tract and should not be construed as insuring the quantity of land.
8. Taxes for the year 2018 in the amount of \$842.90 each installment due May 10 and November 12, 2019. May installment PAID. November installment PAID. Taxes for the year 2019 due and payable in 2020 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

Tax Identification Number 005-00353-04 (68-07-13-500-006.000-007)

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File No. 20192807

ALTA Commitment For Title Insurance Schedule 8-1-16 IN5

Page 1 of 2



PRELIMINARY TITLE

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
Fidelity National Title Insurance Company

Exceptions

9. Benj F Hill annual ditch assessment in the sum of \$138.54 per year, next installment of \$69.27 due May 10, 2020.
10. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
11. Rights of the Public, the State of Indiana and/or the municipality, and others entitled thereto, in and to that part of the Land taken or used for road purposes.
12. Right of way for drainage, flow and maintenance of Legal Ditch (or Legal Drain) as set forth in IC 36-9-27-33.

JWS/kll

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File No. 20192807

ALTA Commitment For Title Insurance Schedule 8-1-16 IN5

Page 2 of 2



PRELIMINARY TITLE



Fidelity National Title
Insurance Company

Commitment No. 20192807

**COMMITMENT FOR TITLE INSURANCE ISSUED
BY
FIDELITY NATIONAL TITLE INSURANCE COMPANY**

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within **90 days** after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

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PRELIMINARY TITLE

- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; and
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
 - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

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PRELIMINARY TITLE

- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

Fidelity National Title Insurance Company



By: 

ATTEST

President



Secretary

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