

Eastern Indiana LAND AUCTION

WAYNE COUNTY

166[±] Acres

IN 4 TRACTS

*Come examine
all of the possibilities
this property has to offer!*

INFORMATION BOOKLET

- Pristine Beauty and Quality Hunting
- Area known for Heavy Whitetail Population
- Great Mix of Recreational land w/income producing tillable acres
- 88[±] FSA Crop Acres, 2021 Crop Rights to Buyer
- 5 miles south of Richmond, IN w/easy access off US 27
- Scenic Elkhorn Creek frontage with mature woods



TIMED
ONLINE ONLY

VIRTUAL

LIVE WITH
ONLINE

Tuesday, November 24th • 11 am

800-451-2709 • SchraderAuction.com

DISCLAIMER:

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

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

OWNER: S. Jackson Hunt Estate (1/2) and Beverly R. Hunt Credit Trust (1/2)

US Bank, Wealth Management Pers. Rep. and Howard Hunt, Trustee

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



SCHRADER REAL ESTATE & AUCTION CO., INC.

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

260-244-7606 or 800-451-2709

SchraderAuction.com

AUCTION TERMS & CONDITIONS:

PROCEDURES: The property will be offered in 4 individual tracts, any combination of tracts, or as the total 166± acre unit. There will be open bidding on all tracts and combinations during the auction as determined by the Auctioneer.

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

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

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

chase price

DEED: Seller(s) shall provide a Trustee's Deed and Personal Representative's Deed.

CLOSING: The balance of the real estate purchase price is due at closing, which will take place on or before December 28th, 2020.

POSSESSION: Possession will be delivered at closing. Buyer to receive 2021 CROP RIGHTS!

REAL ESTATE TAXES/ASSESSMENTS: Seller to pay taxes for the 2020 period due and payable in 2021 by giving the buyer(s) a credit at closing.

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

SURVEY: Prior to the auction, a new survey will be made as there is no existing legal description for the property. Surveys will also be created where new boundaries are created by the tract divisions in this auction. Buyer(s) and Seller will share survey expense 50:50 of both the pre-auction survey and any further tract division that is needed.

Combination purchases will receive a perimeter survey only. Closing prices will be adjusted to reflect any differences between advertised and surveyed acreages.

EASEMENTS & LEASES: Sale of the property is subject to any and all easements of record.

MINERAL RIGHTS: The sale shall include 100% of the mineral rights owned by the Seller.

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

DISCLAIMER AND ABSENCE OF WARRANTIES: All information contained in this brochure and all related materials are subject to the Terms and Conditions outlined in the Purchase Agreement. The property is being sold on "AS IS, WHERE IS" basis, and no warranty or representation, either express or implied, concerning the property is made by the seller or the auction company. Each potential bidder is responsible for conducting his or

her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors or omissions is assumed by the Sellers or the Auction Company. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Sellers and Selling Agents reserve the right to preclude any person from bidding if there is any question as the person's credentials, fitness, etc. All 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. AUCTION COMPANY OR OWNER NOT RESPONSIBLE FOR ACCIDENTS.

STOCK PHOTOGRAPHY: Photos of Wildlife are for illustrative purposes only and are not of the auction property.

BOOKLET INDEX

- **BIDDER PRE-REGISTRATION FORM**
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- **LOCATION & AERIAL MAPS**
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REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

TUESDAY, NOVEMBER 24, 2020
166 ACRES – RICHMOND, INDIANA

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

Email to auctions@schraderauction.com or fax to 260-244-4431, no later than Tuesday, November 17, 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
166± Acres • Wayne County, Indiana
Tuesday, November 24, 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 Tuesday, November 24, 2020 at 11:00 AM.
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$_____. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

Schrader Real Estate & Auction Company, Inc.
950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725
Phone 260-244-7606; Fax 260-244-4431

For wire instructions please call 1-800-451-2709.

7. My bank routing number is _____ and bank account number is _____.
(This for return of your deposit money). My bank name, address and phone number is:

8. **TECHNOLOGY DISCLAIMER:** Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet *in lieu of actually attending the auction* as a personal convenience to me.
9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Tuesday, November 17, 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.

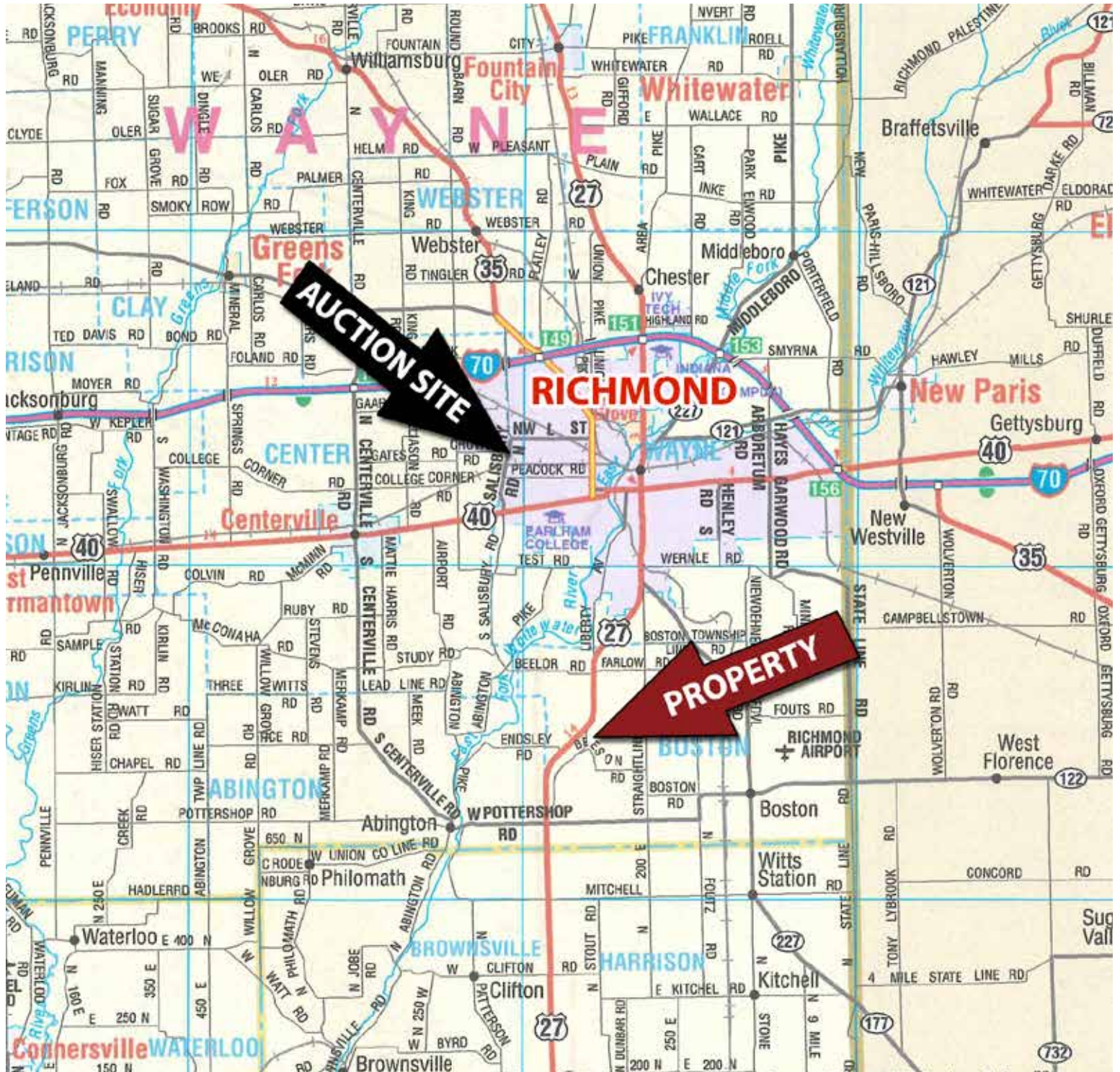
Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

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 260-244-7606.

LOCATION & AERIAL TRACT MAPS

LOCATION MAP

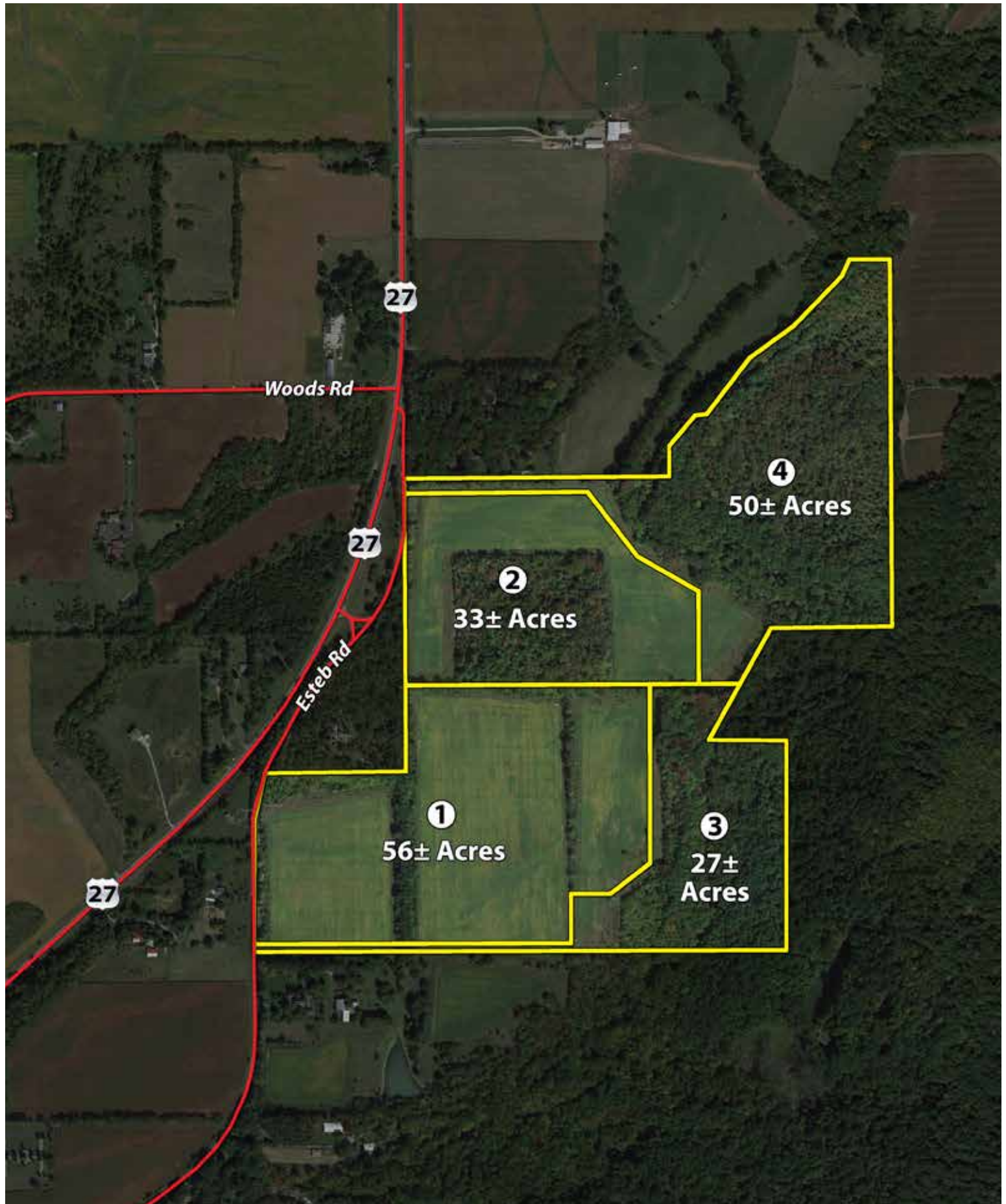


PROPERTY LOCATION: Adjacent to 5051 Esteb Road, Richmond, IN 47374. Take US 27 south of Richmond 5 miles to Esteb Rd. Left on Esteb Rd. Farm will be on the east side of the road with 2 different points of frontage.
NOTE: Buildings not included in the auction.

AUCTION SITE: Wayne County Fairgrounds (Kuhlman Building Lobby). 861 N. Salisbury Road, Richmond, IN 47374.



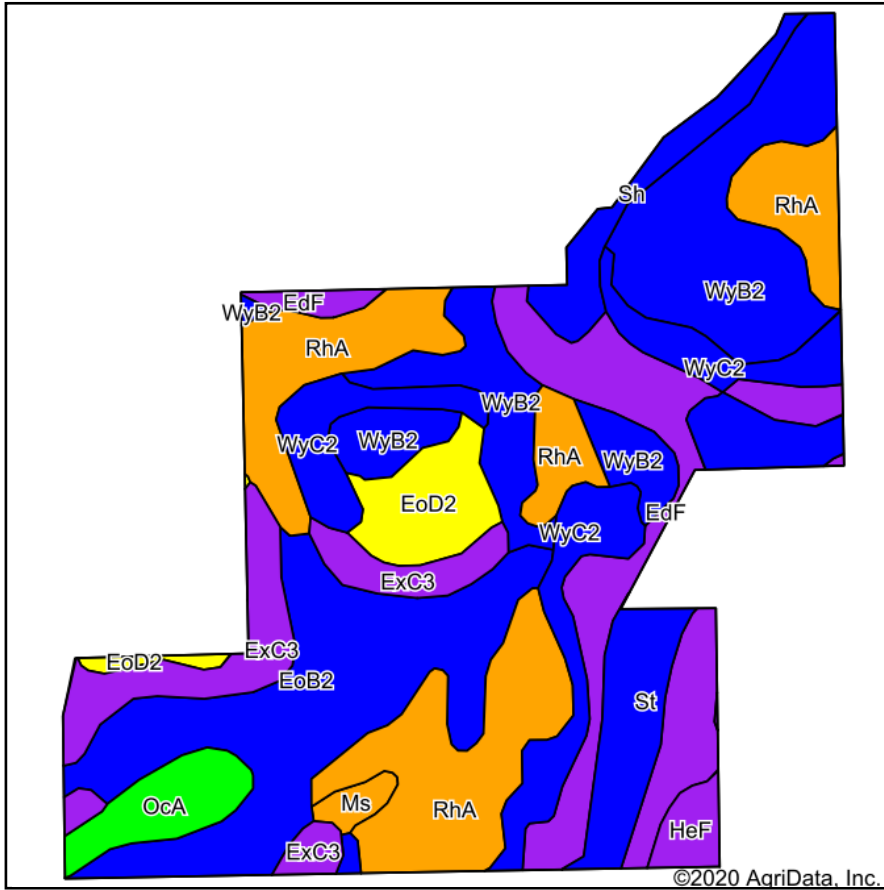
AERIAL MAP



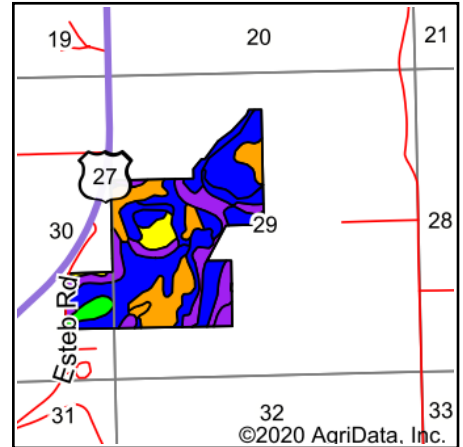


SOIL INFORMATION

SOIL MAP



Soils data provided by USDA and NRCS.



State: **Indiana**
 County: **Wayne**
 Location: **29-13N-1W**
 Township: **Boston**
 Acres: **169.62**
 Date: **10/27/2020**

SCHRADER
 Real Estate and Auction Company, Inc.

Maps Provided By:

surety
 CUSTOMIZED ONLINE MAPPING
 © AgriData, Inc. 2020 www.AgriDataInc.com

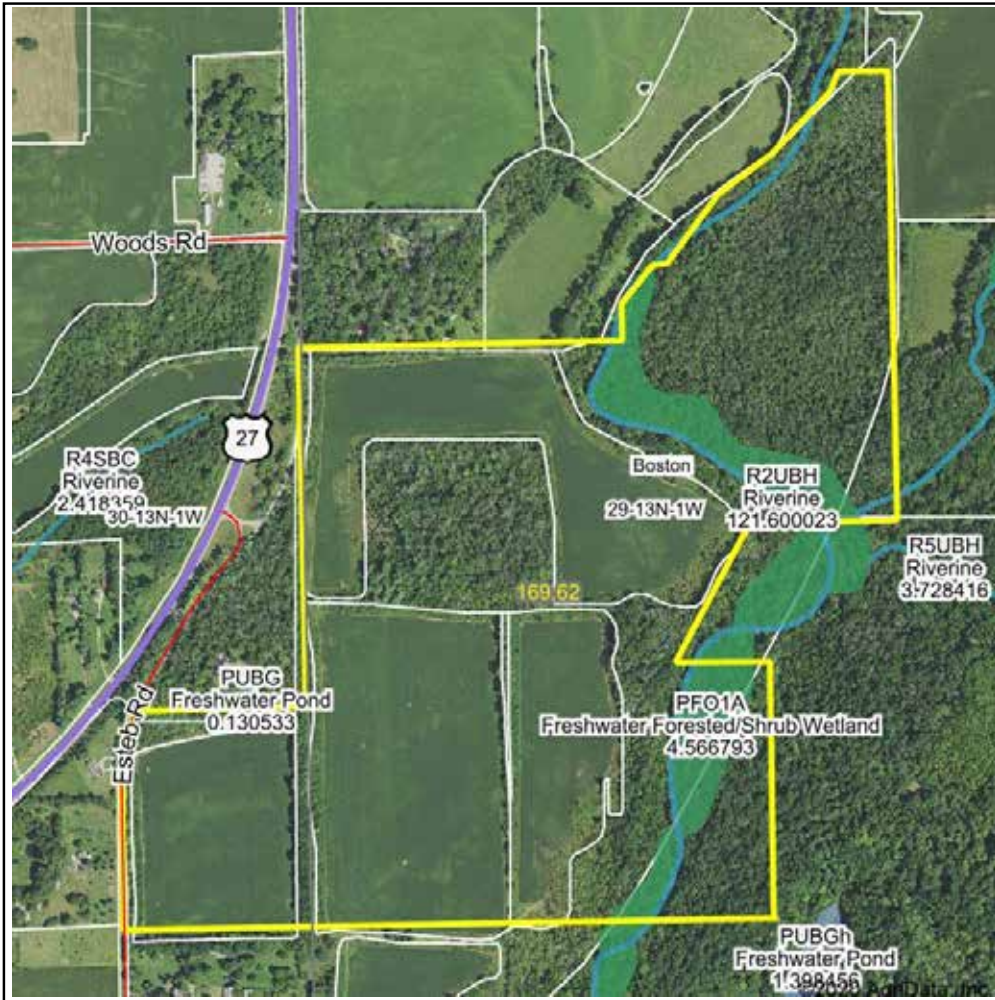


Area Symbol: IN177, Soil Area Version: 22

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Cor n	Grass legume hay	Pasture	Soybeans	Winter wheat
RhA	Randolph silt loam, 0 to 2 percent slopes	31.92	18.8%		IIIw	111	4	8	36	50
WyB2	Wynn silt loam, 2 to 6 percent slopes, eroded	30.30	17.9%		Ile	99	3	6	34	40
EoB2	Eldean loam, 2 to 6 percent slopes, eroded	27.83	16.4%		Ile	106	4	6	36	46
EdF	Eden flaggy silty clay loam, 25 to 40 percent slopes	20.35	12.0%		Vlle					
WyC2	Wynn silt loam, 6 to 12 percent slopes, eroded	15.98	9.4%		Ile	86	3	6	30	35
ExC3	Eldean clay loam, 6 to 18 percent slopes, severely eroded	11.95	7.0%		Vlle	73	3	5	25	37
St	Stonelick loam, occasionally flooded	10.63	6.3%		IIw	87	3	6	31	44
EoD2	Eldean loam, 12 to 18 percent slopes, eroded	6.99	4.1%		IVe	70	2	5	25	35
Sh	Shoals silt loam, occasionally flooded	5.17	3.0%		IIw	131	5	9	43	59
OcA	Ockley silt loam, 0 to 2 percent slopes	5.08	3.0%		I	106	4	7	38	43
HeF	Hennepin loam, 25 to 50 percent slopes	2.16	1.3%		Vlle	14	1	1	5	6
Ms	Millsdale silty clay loam, 0 to 2 percent slopes	1.26	0.7%		IIIw	129	4	9	35	52
Weighted Average						85.9	3	5.6	29.1	37.8

Soils data provided by USDA and NRCS.

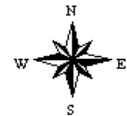
WETLANDS MAP



State: **Indiana**
 Location: **29-13N-1W**
 County: **Wayne**
 Township: **Boston**
 Date: **10/27/2020**



Maps Provided By:

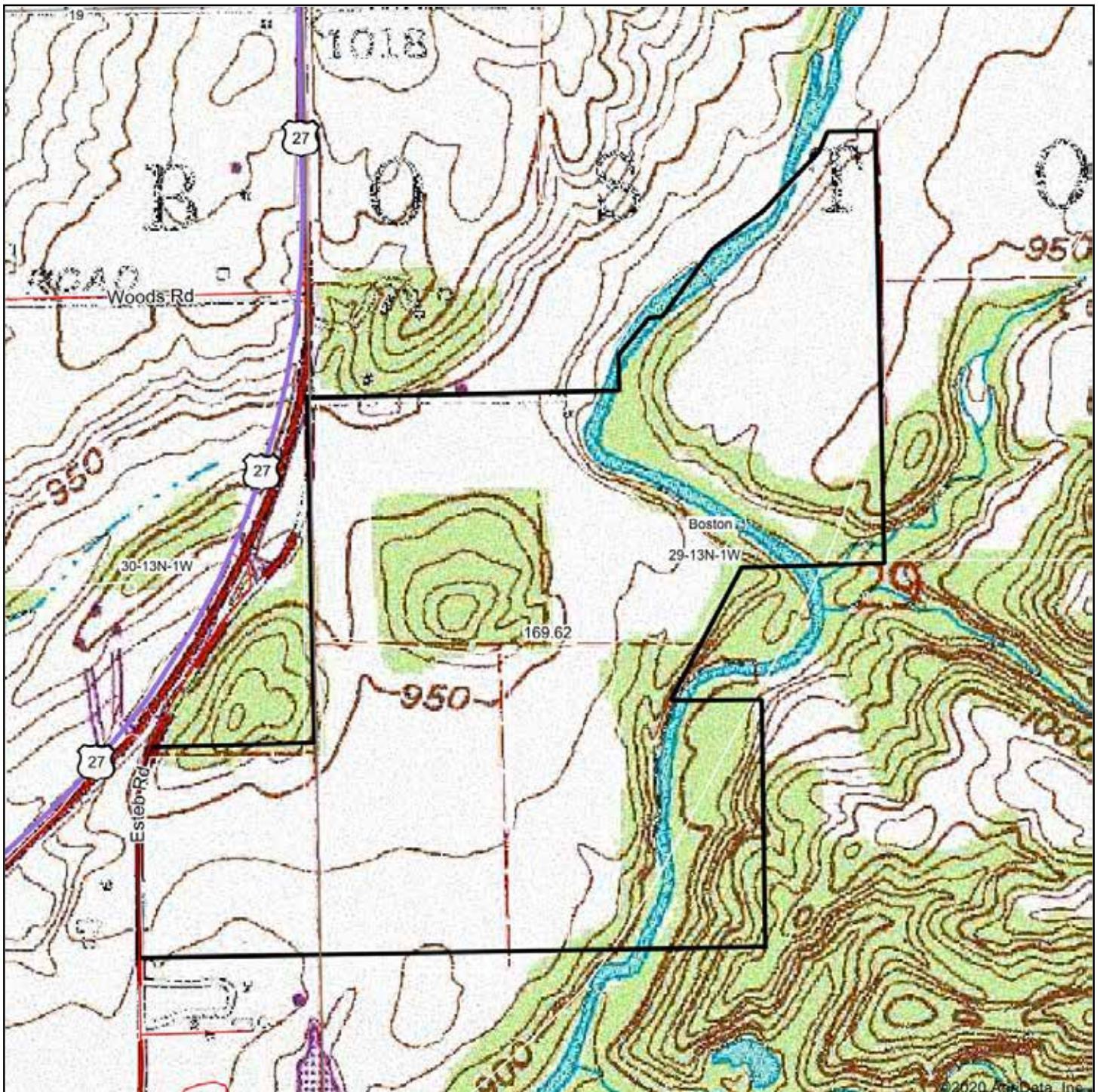


0ft 918ft 1835ft

Classification Code	Type	Acres
PFO1A	Freshwater Forested/Shrub Wetland	11.04
R2UBH	Riverine	2.26
PUBG	Freshwater Pond	0.01
Total Acres		13.31

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

TOPOGRAPHY MAP

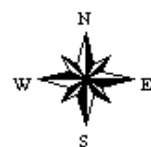


map center: 39° 45' 48.08, -84° 54' 18.25

0ft 720ft 1440ft



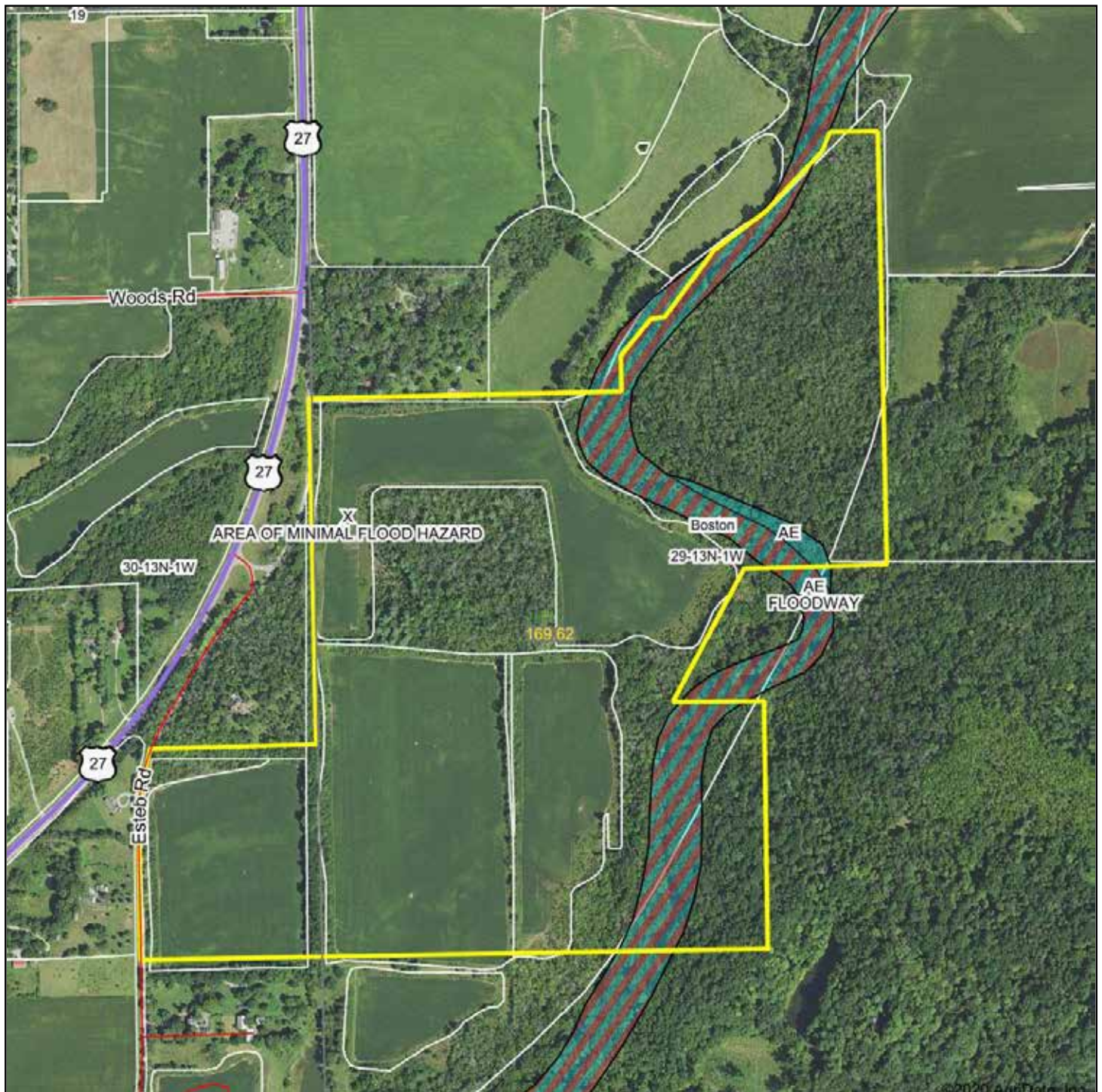
29-13N-1W
Wayne County
Indiana



10/27/2020

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

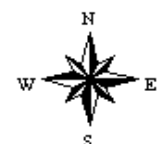
FLOOD ZONE MAP



Map Center: 39° 45' 48.08, -84° 54' 18.25

Year	Number of People (Millions)
1980	0
1990	20
2000	40
2010	60
2020	80

29-13N-1W
Wayne County
Indiana



10/27/2020

Maps Provided By:



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Field borders provided by Farm Service Agency as of 5/21/2008. Flood related information provided by FEMA.



FSA INFORMATION & MAPS

FSA INFORMATION & MAP

USDA Farm 144 Tract 1566

2020 Certification map prepared on: 4/21/2020

Administered by: Wayne County, Indiana

CRP

TRS: 13N1W29

CLU

Wayne Co., IN

Wetland Determination Identifiers:

Restricted Use

Limited Restrictions

Exempt from Conservation Compliance

Provisions

Page 1 of 2



199.86 Tract acres

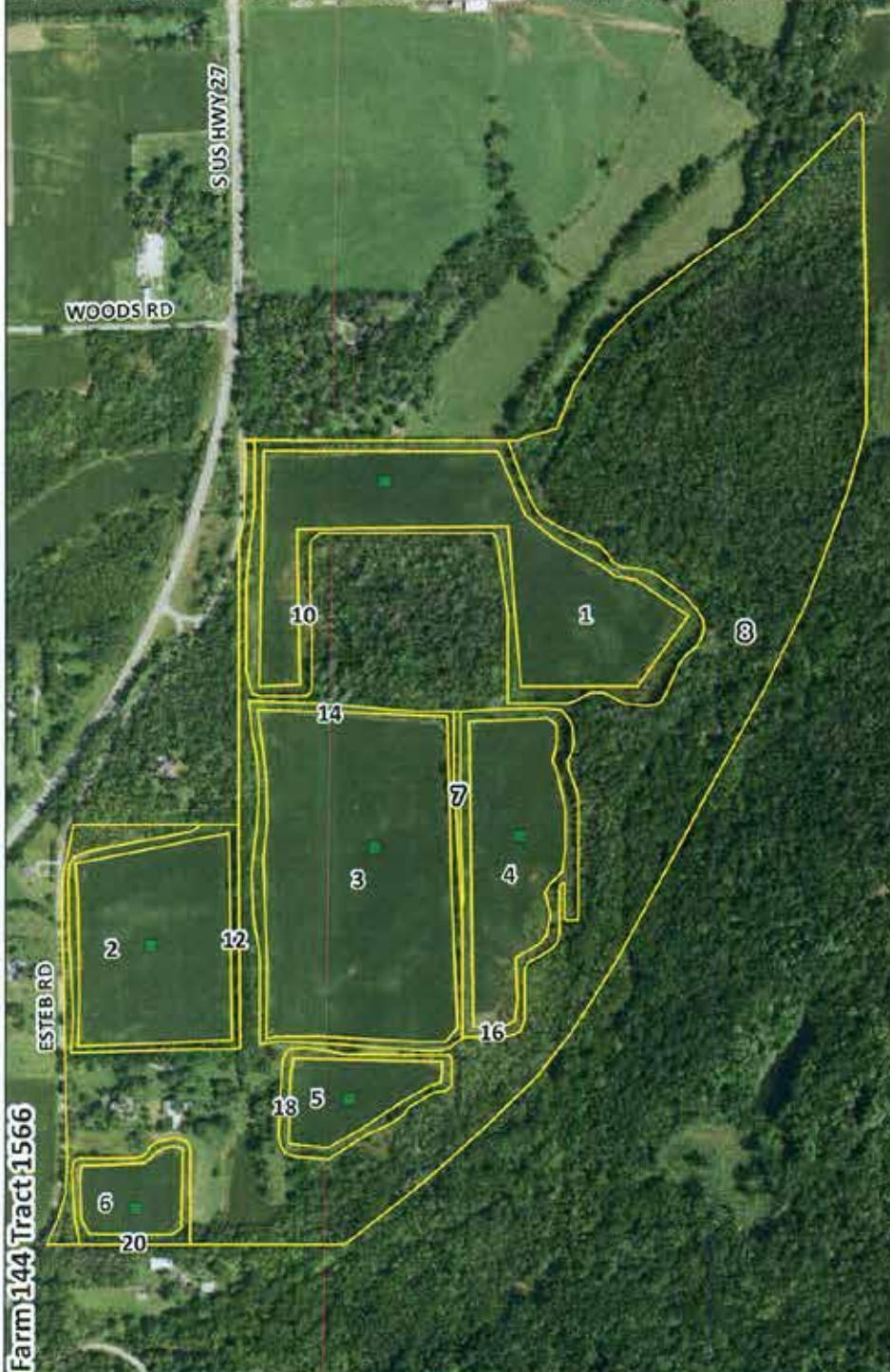
94.69 Cropland acres

0 CRP acres

All NIRR / Shares:

Source: Primarily USDA NAIP 2018 imagery; IDHS or Dynamap roads; FSA data 2020-04-21 14:12:42

Crops are non-irrigated, intended use is grain, and types are YEL (corn), COM (soybeans), and SRW (wheat), unless noted.



CLU	Acres	HEL	LC	Contract	Prac	Yr
1	18.88	H	2			
IUse:						
NI or IRR						
Shares:						
2	12.64	N	2			
IUse:						
NI or IRR						
Shares:						
3	25.63	N	2			
IUse:						
NI or IRR						
Shares:						
4	9.73	N	2			
IUse:						
NI or IRR						
Shares:						
5	3.94	N	2			
IUse:						
NI or IRR						
Shares:						
6	3.17	N	2			
IUse:						
NI or IRR						
Shares:						
7	0.4	U	10			
IUse:						
NI or IRR						
Shares:						
8	104.77	U	10			
IUse:						
NI or IRR						
Shares:						
10	7.6	H	2			
IUse:						
NI or IRR						
Shares:						
12	2.6	N	2			
IUse:						
NI or IRR						
Shares:						
14	3.4	N	2			
IUse:						
NI or IRR						
Shares:						

USDA FSA maps are for FSA program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts information provided directly from the producer and/or NAIP imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCS

FSA INFORMATION & MAP

[illegible]

FSA INFORMATION & MAP

Indiana
Wayne

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

FARM: 144

Prepared: 10/23/20 7:22 AM
Crop Year: 2021
Page: 1 of 2

Report ID: FSA-156EZ

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

MCWHINNEY, JAMES PAUL

Farm Identifier

Farms Associated with Operator:

148, 205, 1696, 1709, 1740, 1781, 1794, 1810, 2099, 4275, 4569, 4600, 4929, 4973, 4979, 4980, 5790, 5791, 5811

ARC/PLC G/I/F Eligibility: Eligible

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
199.86	94.69	94.69	0.0	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	94.69	0.0	0.0

ARC/PLC

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

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction	HIP
CORN	21.5	175	0.00	
SOYBEANS	52.49	45	13.00	0
Total Base Acres:	73.99			

Tract Number: 1566 Description J10/2A SEC29 TWP13N R1W

FSA Physical Location : Wayne, IN ANSI Physical Location: Wayne, IN

BIA Range Unit Number:

HEL Status: HEL: conservation system is being actively applied

Wetland Status: Wetland determinations not complete

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
199.86	94.69	94.69	0.0	0.0	0.0	0.0	0.0


State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP
0.0	0.0	94.69	0.0	0.0

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
CORN	21.5	175	0.00
SOYBEANS	52.49	45	13.00
Total Base Acres:	73.99		

Owners: S JACKSON HUNT ESTATE

FSA INFORMATION & MAP

INdiana Floodplain Information Portal

Na

Find an address
Example: 300 Michigan Avenue, Auburn, IN, 46706

Go To Address

- Or -
Jump to a county
Select your county from below

Adams ▾

Want to use the eFARA

Map

FEMA Flood Insurance Study

Floodplain Layers

Frequently Asked Questions

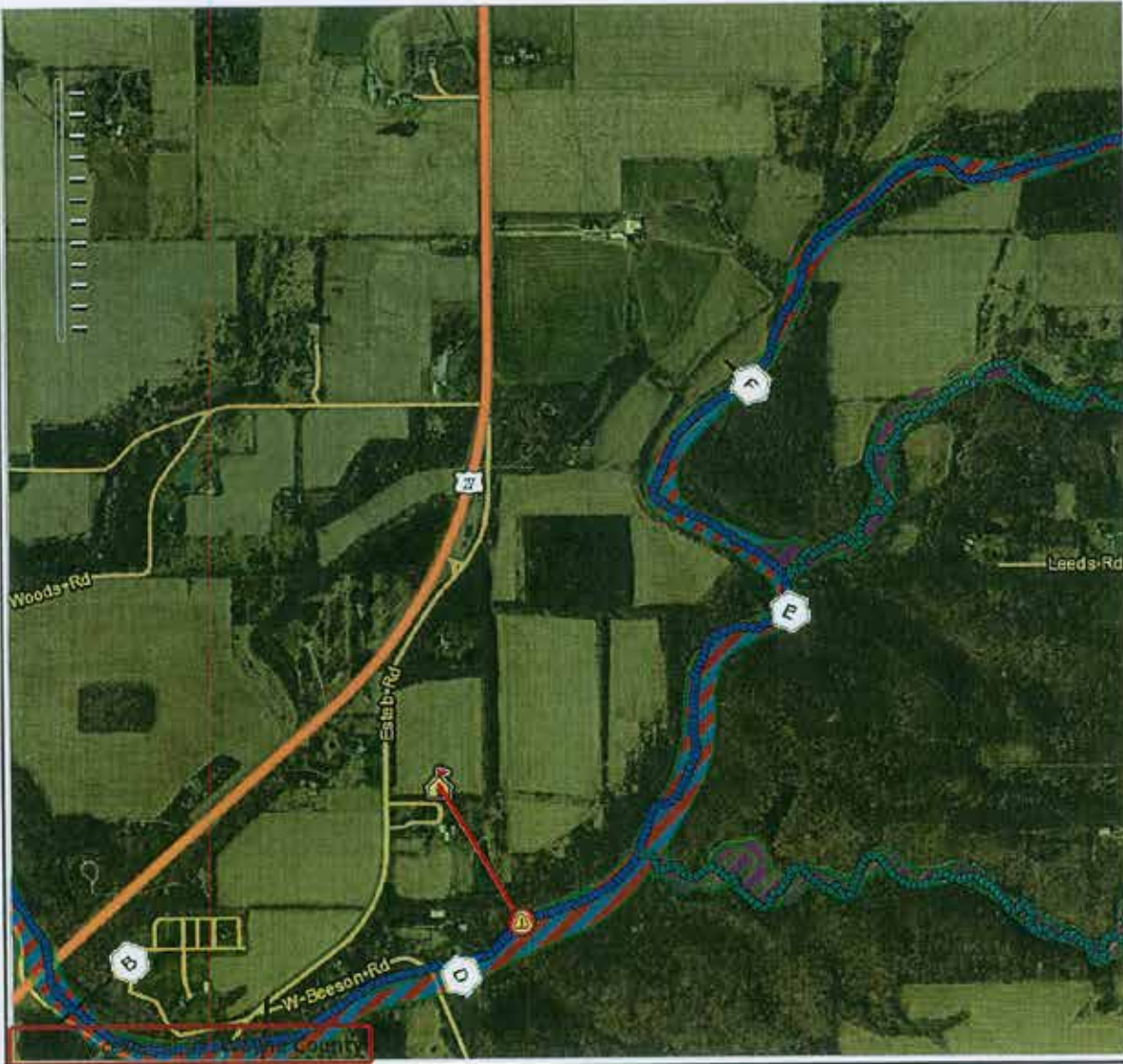
Profile

Chart

Layers

Legend

Help



[DCW Home](#) | [About Us](#) | [FEMA Map Service Center](#) | [FloodSmart.gov](#) | [Contact Us](#)

FSA INFORMATION & MAP



Indiana Floodplain Information Portal Report

Point of Interest

Approximate Address:

5051 ESTEB RD
RICHMOND, IN 47374

Effective Flood Zone:

X

Preliminary Flood Zone:

N/A

Best Available Flood Zone:

X

Approximate Flood Elevation:

887.2ft NAVD88

Source:

Zone AE Profile Delineation

Nearest Stream:

ELKHORN CREEK

Map Legend



Point of Interest



Nearest Point on Stream

Best Available Flood Zone



FEMA Zone AE Floodway



DNR Detailed Floodway



DNR Approximate Floodway



FEMA Zone A



FEMA Zone AE



DNR Detailed Fringe



DNR Approximate Fringe



Additional Floodplain Area



FEMA Protected by Levee

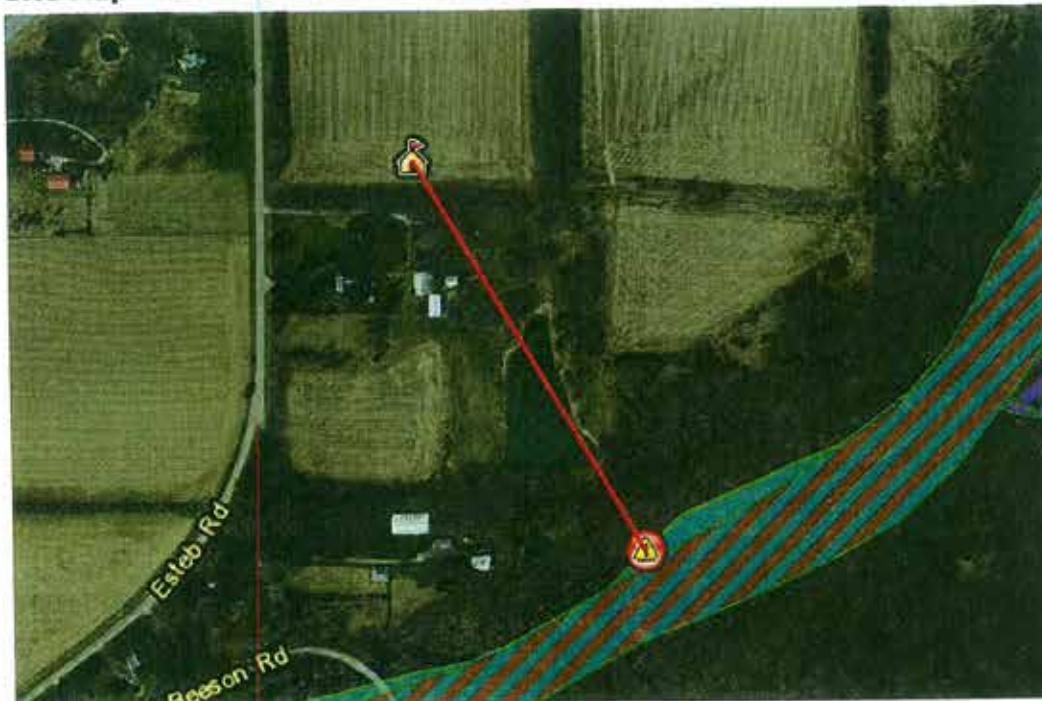


FEMA Floodplain - Ponding (Depth)



FEMA Floodplain - Sheet Flow (Depth)

Site Map with Best Available Flood Zone



Approximate scale 1:7,200

Disclaimer

Generated on Wednesday November 4th 2020 at 09:32:36am

The data shown on this map represents FEMA floodplain data enhanced with additional studies that have been reviewed and approved by the Division of Water. While this data has not yet been submitted to FEMA for inclusion in the Flood Insurance Rate

PRELIMINARY TITLE

PRELIMINARY TITLE

Issuing Agent: **Abstracts of Richmond, Inc.**
Issuing Office: **25 North 8th Street, Richmond, IN 47374**
ALTA® Universal ID:
Loan ID Number:
Commitment Number: **2020-0825**
Issuing Office File Number: **2020-0825**
Property Address: **Esteb Road, Richmond, IN 47374**

SCHEDULE A

1. Commitment Date: **November 2, 2020 at 8:00 a.m.**
2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy
Proposed Insured: **To Be Determined**
Proposed Policy Amount: **To Be Determined**
 - [(b) 2006 ALTA® Loan Policy
Proposed Insured: **To Be Determined,**
Proposed Policy Amount: **To Be Determined**
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the estate or interest in the Land is at the Commitment Date vested in:
Jackson S. Hunt, an undivided one-half (1/2) interest and Howard Charles Hunt, II and Geoffrey Craig Hunt, Co-Trustees of the Beverly R. Hunt Credit Trust created under the Last Will and Testament of Beverly R. Hunt, dated August 11, 1992, an undivided one-half (1/2) interest
5. The Land is described as follows:
(See Exhibit A attached)
Map No. **44-29-000-107.000-02, 44-29-000-316.000-02 & 44-30-400-406.000-02**
State Parcel No. **89-18-29-000-107.000-002; 89-18-29-000-316.000-002; 89-18-30-400-406.000-002**
Wayne County
Taxing Unit – **Boston Township**

FIDELITY NATIONAL TITLE INSURANCE COMPANY

PRELIMINARY TITLE

EXHIBIT "A"

Situated in the Northwest and Southwest Quarters of Section 29 and the Northeast and Southeast Quarters of Section 30, Township 13 North, Range 1 West, Boston Township, Wayne County Indiana, being a 0.874 acre tract described in Deed Record Book 468, Page 330 currently conveyed to S. Jackson Hunt and Beverly R. Hunt, and being part of real estate described in Instrument Number 2012000179 currently conveyed to S. Jackson Hunt (1/2 interest) & described in Instrument Number 2013001479 currently conveyed to The Beverly R. Hunt Credit Trust (1/2 interest), recorded in the Office of the Wayne County Recorder and being more particularly described as follows:

Commencing at an iron rod found at the northwest corner of the Northwest Quarter of said Section 29 in the center of U.S. Highway Number 27;

thence South 00° 23' 51" East 1807.41 feet along the west line of said Northwest Quarter to a railroad spike found at the northwest corner of said 0.874 acre tract in Esteb Road being the TRUE POINT OF BEGINNING for this land description herein described;

thence South 89° 51' 51" East 1457.94 feet along the north line of said 0.874 acre tract to a 5/8 inch rebar found at the northeast corner of said tract;

thence North 00° 23' 51" West 138.88 feet to a set rebar and cap;

thence North 40° 06' 09" East 219.95 feet to a set rebar and cap;

thence North 89° 36' 09" East 54.45 feet to a set rebar and cap;

thence North 45° 23' 24" East 175.12 feet to a found 5/8 inch rebar and survey cap stamped "900024";

thence North 50° 20' 50" East 191.48 feet to a found 5/8 inch rebar and survey cap stamped "900024";

thence North 52° 58' 35" East 297.00 feet to a found 5/8 inch rebar and survey cap stamped "900024";

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ALTA Commitment for Title Insurance 8-1-16



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thence North 43° 28' 35" East 379.50 feet to a found 5/8 inch rebar and survey cap stamped "900024";

thence North 23° 17' 59" East 99.00 feet to a found stone;

thence North 89° 01' 36" East 192.00 feet to a 5/8 inch rebar found on the east line of the Northwest Quarter of said Section 29;

thence South 00° 55' 14" East 1893.07 feet along the east line of said Northwest Quarter to a rebar and cap set at the southeast corner of said Quarter;

thence South 89° 20' 52" West 672.16 feet along the south line of said Northwest Quarter to a found six-inch square wood fence post;

thence leaving said section line South 28° 36' 31" West 721.07 feet entering the Southwest Quarter of said Section 29 to a found iron pipe;

thence North 89° 24' 54" East 363.00 feet to a found iron pipe;

thence South 00° 35' 06" East 1134.77 feet to a found rebar and cap;

thence South 89° 20' 02" West 2854.89 feet entering the Southeast Quarter of said Section 30 to a mag nail found in the center of Esteb Road, passing a rebar and cap found 2829.89 feet along said course;

thence the next four (4) calls along the center of said Esteb Road;

thence North 00° 39' 58" West 488.24 feet to a found iron rod;

thence North 00° 48' 10" East 187.00 feet to a point;

thence North 05° 49' 55" East 154.00 feet to a point;

thence North 15° 32' 37" East 157.50 feet to a mag nail set at the southwest corner of a 9.64 acre tract described in Instrument Number 1998006768;

thence South 88° 49' 44" East 752.47 feet along an old fence line in a hedge tree line to a rebar and cap set at the said tracts southeast corner, being 16.50 feet West from the east line of the Southeast Quarter of said Section 30;

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thence North 00° 22' 43" West 794.32 feet parallel with and 16.50 feet westerly from the east line of said Southeast Quarter to a point on the north line of said Quarter, witness a copperweld monument found 16.50 feet eastward at the northeast corner of said Quarter;

thence entering the Northeast Quarter of said Section 30 North 00° 23' 51" West 239.25 feet parallel with and 16.50 feet westerly from the east line of said Northeast Quarter to a set rebar and cap;

thence North 43° 34' 53" East 23.76 feet to a rebar and cap set on the west line of the Northwest Quarter of said Section 29;

thence North 00° 23' 51" West 584.58 feet along the west line of said Northwest Quarter to the point of beginning, containing a total area of 166.054 acres, more or less,

there being 68.526 acres, more or less in the Northwest Quarter of Section 29, being 78.845 acres, more or less in the Southwest Quarter of Section 29, being 0.094 acres, more or less in the Northeast Quarter of Section 30 and being 18.589 acres, more or less in the Southeast Quarter of Section 30. ✓

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ALTA Commitment for Title Insurance 8-1-16



PRELIMINARY TITLE

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. PERSONAL REPRESENTATIVE'S DEED:
FROM: U.S. Bank, N.A., as Personal Representative of the Estate of Stuart Jackson Hunt, a/k/a S. Jackson Hunt, an undivided one-half (1/2) interest
TO: To Be Determined
2. TRUSTEE'S DEED:
FROM: Howard Charles Hunt, II, Co-Trustee of the Beverly R. Hunt Credit Trust created under the Last Will and Testament of Beverly R. Hunt, dated August 11, 1992, an undivided one-half (1/2) interest
TO: To Be Determined
3. MORTGAGE:
FROM: To Be Determined
TO: To Be Determined
4. 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.
5. Pay the agreed amount for the estate or interest to be insured.
6. Pay the premiums, fees, and charges for the Policy to the Company.
7. 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.
(Documents to be listed here)
8. Filing of Disclosure of Sales Information Form with the Wayne County Auditor.
9. Personal Representative's Deed to contain a recital stating that Stuart Jackson Hunt is one and the same person as S. Jackson Hunt, who together with Beverly R. Hunt, acquired title to the above-described real estate by Warranty Deed of conveyance, dated and acknowledged August 14, 1970 and recorded August 17, 1970 in Deed Record 351, page 67 and by Executrix Deed of conveyance, dated and acknowledged August 14, 1970 and recorded August 17, 1970 in Deed Record 351, page 68 in the office of the Recorder of Wayne County, Indiana.

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PRELIMINARY TITLE

10. Determination of whether the Estate of Stuart Jackson Hunt, a/k/a S. Jackson Hunt, Cause No. 89D01-2001-EU-000007, has proper authority to sell and transfer real estate. Please provide our office with one of the following as evidence of the Personal Representative to sell the above-described real estate:
 - a) Copy of order to sell real estate; or
 - b) Copy of decedent's Last Will and Testament admitted to probate, showing the Personal Representative's authority to sell real estate without court order; or
 - c) Copy of Order appointing Personal Representative and Authorizing Unsupervised Administration.
11. Trustees Deed to identify the Co-Trustees of the Beverly R. Hunt Credit Trust created under the Last Will and Testament of Beverly R. Hunt, dated August 11, 1992 and to contain a recital stating that such Co-Trustees have the authority to convey the trust property.
12. Provide the company with a certification of trust prepared in accordance with the provisions of Indiana Code 30-4-4-5 that addresses the authority of the successor trustees to execute the documents herein required to affect the insured transaction.
13. We ask that the PROPOSED DEEDS be presented to the title company for review before the closing date.
14. Record survey, plat or other document complying with the requirements of I.C. 36-2-19-4 (b).

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****Note**** Indiana Code 27-7-3.7-1 et seq. concerning Good Funds in real estate transactions requires funds deposited into an escrow account for closing from any party to the transaction in amounts over \$10,000.00 to be in the form of an irrevocable wire transfer. Funds deposited into an escrow account for closing in an amount less than \$10,000.00 must be in the form of cash, irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent or check drawn on the trust account of a real estate broker licensed under IC 25-34.1. Personal checks exceeding \$500.00 will not be accepted.

****Note**** By virtue of I.C. 27-7-3.6, a fee of \$5 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.

****Note**** Indiana Code 32-21-2-3(a) was changed effective 7/1/2020 to require the addition of a notarized proof in addition to a notarized acknowledgement. Therefore, effective July 1, 2020, any instrument that requires a notarized acknowledgement must now also include a notarized proof by an independent witness. If the Company is presented with instruments that do not comply with IC 32-21-2-3(a), the following exception will be added to Schedule B of the policy: "Any defect, lien, encumbrance, adverse claim, or other matter resulting from the failure of the instrument(s) vesting title or creating the interest insured to comply with IC 32-21-2-3(a)."

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PRELIMINARY TITLE

SCHEDULE B, PART II

Exceptions

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 VIOLATE 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:

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. Real estate taxes assessed for the year 2019 are a lien and are due in two installments payable May 10 and November 10, 2020

Assessed in the name of: Jackson S. Hunt, an undivided one-half (1/2) interest and Howard Charles Hunt, II and Geoffrey Craig Hunt, Co-Trustees of the Beverly R. Hunt Credit Trust created under the Last Will and Testament of Beverly R. Hunt, dated August 11, 1992, an undivided one-half (1/2) interest

Parcel No.: 002-00167-00 and 002-00170-00 (INCLUDES OTHER REAL ESTATE)

Taxing Unit and Code: Boston Township

Land: 31,200 and 42,300

Improvements: 252,600 and 139,800

Exemptions: H 45,000, Sup 59,185

May installment of \$ 1,537.77, Paid and \$1,559.05, Paid

November installment of \$ 1,537.77, Paid and \$1,559.05, Paid

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PRELIMINARY TITLE

3. Real estate taxes assessed for the year 2019 are a lien and are due in two installments payable May 10 and November 10, 2020

Assessed in the name of: Jackson S. Hunt, an undivided one-half (1/2) interest and Howard Charles Hunt, II and Geoffrey Craig Hunt, Co-Trustees of the Beverly R. Hunt Credit Trust created under the Last Will and Testament of Beverly R. Hunt, dated August 11, 1992, an undivided one-half (1/2) interest

Parcel No.: 002-00169-00 (INCLUDES OTHER REAL ESTATE)

Taxing Unit and Code: Boston Township

Land: 58,400

Improvements: None

Exemptions: None

May installment of \$ 499.00, Paid

November installment of \$ 499.00, Paid

4. Real estate taxes assessed for the year 2020 are a lien but are not yet due and payable.
5. The acreage indicated in the legal description is solely for the purpose of identifying said tract and should not be construed as insuring the quantity of land.
6. Right of way for drainage tiles, ditches, feeders and laterals, if any.
7. Any defect, lien encumbrance, adverse claim, or other matter resulting from the failure of the instrument(s) vesting title or creating the interest insured to comply with IC 32-21-2-3(a).
8. Right-of-way of Esteb Road as shown on the map in the office of the Auditor of Wayne County, Indiana.
9. Any terms, encroachments encumbrances, or conditions as referenced on survey prepared by Rick L. McAvene, Indiana Registered Surveyor No. 20200050, dated and certified to November 9, 2020 and recorded _____ at Document No. _____ in the office of the Recorder of Wayne County, Indiana and further includes the following:
- a) An easement grant and agreement for ingress and egress situated in the west portion of said 0.874 acre tract recorded in Deed Record Book 477, page 216.

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PRELIMINARY TITLE

OWNER'S POLICY:

1. We have made a judgment search on **To Be Determined**, and found the following: To Be Determined.
2. Mortgage from to **To Be Determined**.

NOTE: ANY POLICY ISSUED IN CONNECTION WITH THIS COMMITMENT WILL CONTAIN THE FOLLOWING PRE-PRINTED EXCEPTIONS:

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 Commitment.
2. Rights or claims of parties other than Insured in actual possession of any or all of the property.
3. 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
4. Unfiled mechanic's or materialmen's liens.
5. Easements or claims of easements, not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public record.

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.

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PRELIMINARY TITLE



File No.: 2020-0825

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.

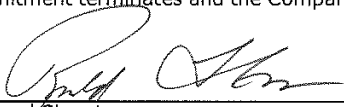
THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, 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

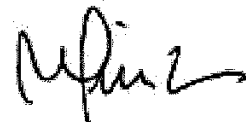
Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a Florida company, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is 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.

By: 
Authorized Signatory
See Above
Abstracts of Richmond, Inc.
25 N 8th St
Richmond, IN 47374
Tel: 765-935-7020
Fax: 765-935-0589

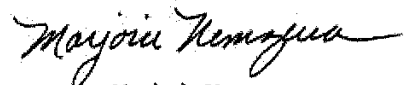
FIDELITY NATIONAL TITLE INSURANCE COMPANY

By:



Randy R. Quirk
President

Attest:



Marjorie Nemzura
Secretary

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PRELIMINARY TITLE

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.
 - 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

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PRELIMINARY TITLE

incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

- 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>.

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PHOTOS

PHOTOS



PHOTOS



PHOTOS



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PHOTOS



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SCHRADER AT A GLANCE

- Established in 1944.
- Located in Columbia City, IN, in a new company-owned office facility, built in 1998 with 10,000 square feet of office space and heated garage/shop for auction equipment.
- Salaried staff (21) averages over 14 years experience, and the Schrader marketing team includes (4) graphic designers and a professional photographer.
- Sales representatives (36) in six states, including Oklahoma, Illinois and Florida.
- Joint venture offices in Michigan, Virginia and Washington and a joint venture office in Indianapolis, Indiana.
- Licensed in 26 states and have ability to secure proper licensing in any state.
- Real estate auctions conducted in 40 states.
- Over 400 years of combined experience.
- Seven staff members and managers with master's degrees—president having a Masters Degree in Agricultural Economics.
- 200 to 250 auctions conducted annually.
- Annual real estate auction sales volume has exceeded \$250,000,000.
- Annual acreage sold has exceeded 100,000 acres plus residential and commercial properties.
- Traditional real estate sales and Section 1031 tax deferred exchanges are a sector of Schrader business.
- Conducted the first online multi-tract auction on the internet simultaneously with the live auction on March 27, 2000.