

REAL ESTATE AUCTION



INFORMATION BOOK

- Beautiful Secluded Woodland
- Great Homesite Potential
- Good Mix of Pewamo, Blount & Glynwood Soils

- County Legal Drain Access
- Great Location - 2 Miles from Hwy 3
- Between Eaton & Hartford City
- Buyer to Receive 2022 Crop Rights



**TILLABLE
CROPLAND**

60[±]
acres

Offered in 2 Tracts



East Central Indiana - Delaware & Blackford County

Wednesday, November 3 • 6pm



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.

OWNERS: Raymond & Judy Brown



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

PROCEDURE: The property will be offered in 2 individual tracts, any combination of tracts & as a total 60± acre unit. There will be open bidding on all tracts & combinations during the auction as determined by the Auctioneer. Bids on tracts, tract combinations & the total property may compete.

FARM PROGRAM INFO: Farm 6712, Tract 1337 & Tract 11104. See agent for more info.

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 cashier's check, personal check, or corporate check. YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, so be sure you have arranged financing, if needed, & are capable of paying cash at closing.

ACCEPTANCE OF BID PRICES: All successful bidders will be required to enter into Purchase Agreements at the auction site immediately following the close of the auction. All final bid prices are subject to the Sellers' acceptance or rejection.

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

DEED: Seller shall provide a Warranty Deed.

CLOSING: The targeted closing date will be approx. 30 days after the auction.

POSSESSION: At closing subject to 2021 tenant crop rights.

REAL ESTATE TAXES: Seller to pay taxes for the 2021 calendar year due and payable in 2022 by giving the buyer(s) a credit at closing. 2020/2021 estimated taxes for Tract 1 were \$1,124.84. Tract 2 estimated taxes were \$188.00.

PROPERTY INSPECTION: Each potential Bidder is responsible for conducting, at their own risk, their own independent inspections, investigations, inquiries & due diligence concerning the property. Inspection dates have been scheduled & will be staffed w/ auction personnel. Further, Seller disclaims any & all responsibility for Bidder's 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 & proposed boundaries are approximate & have been estimated based on current legal descriptions and/or aerial photos.

SURVEY: The Seller shall provide a new survey where there is no existing legal description or where new boundaries are created by the tract divisions in this auction. Any need for a new survey shall be determined solely by the Seller. Seller & successful bidder shall each pay half (50:50) of the cost of the survey. The type of survey performed shall be at the Seller's option & sufficient for providing title insurance. Combination purchases will receive a perimeter survey only.

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

DISCLAIMER & ABSENCE OF WARRANTIES: All information contained in this brochure & all related materials are subject to the terms & conditions outlined in the Purchase Agreement. The property is being sold on an "AS IS, WHERE IS" basis, & no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. All sketches & dimensions in the brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, & 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 & increments of bidding are at the direction & discretion of the Auctioneer. The Seller & Selling Agents re-serve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the Auctioneer are final. **ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.**

AUCTION MANAGER: Mark Smithson • 765.744.1846

BOOKLET INDEX

- **BIDDER REGISTRATION FORMS**
- **LOCATION MAP, TRACT MAPS
& TRACT DESCRIPTIONS**
- **MAPS**
- **FSA INFORMATION**
- **PRELIMINARY TITLE**
- **PHOTOS**



REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

WEDNESDAY, NOVEMBER 3, 2021

60 ACRES – DELAWARE AND BLACKFORD 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,

Fax # 260-244-4431, no later than Wednesday, October 27, 2021.

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
60± Acres • Delaware and Blackford County,
Indiana
Wednesday, November 3, 2021

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, November 3, 2021, 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, October 27, 2021**. 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.

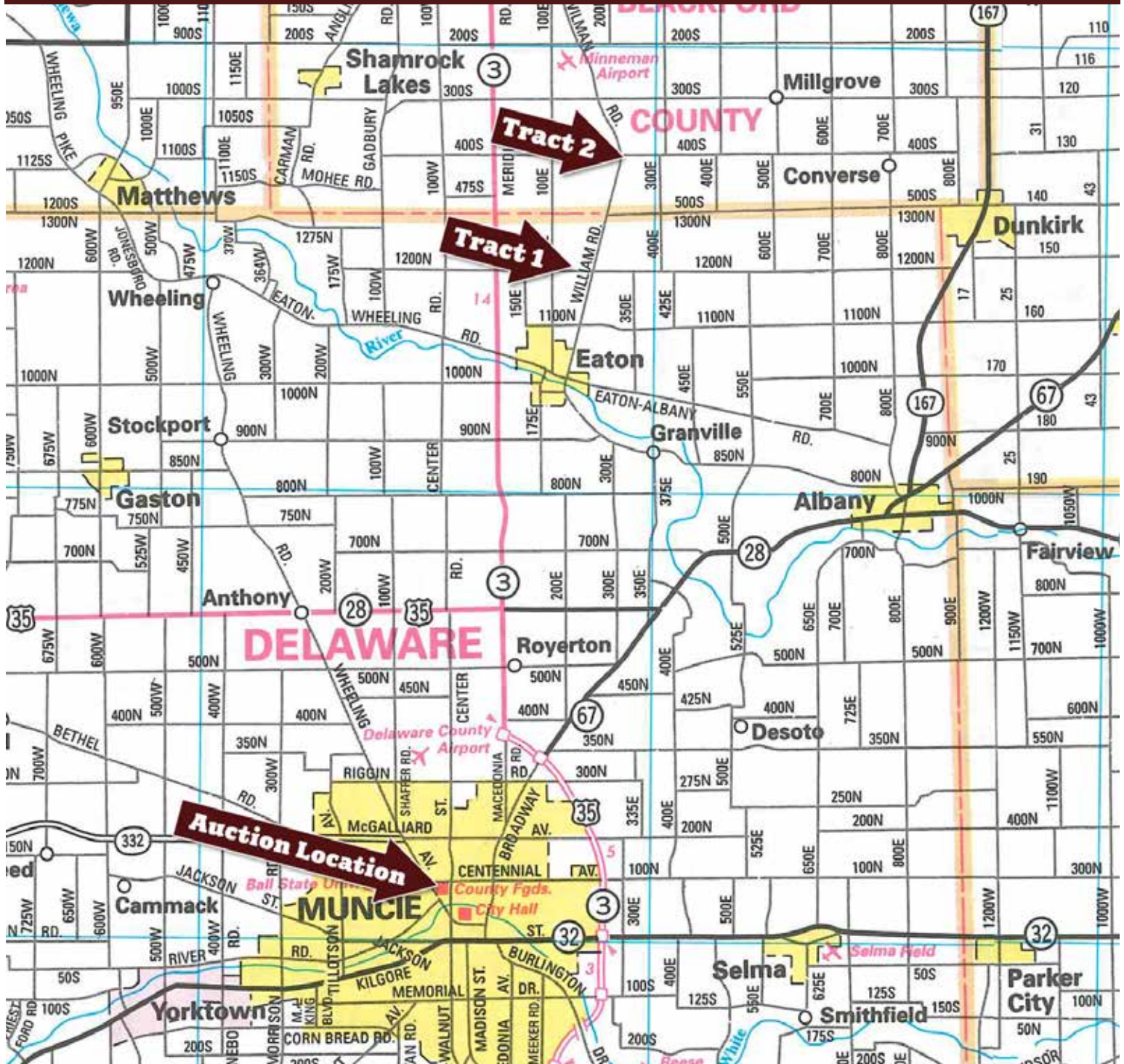
Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

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 & TRACT MAPS

LOCATION & TRACT MAPS

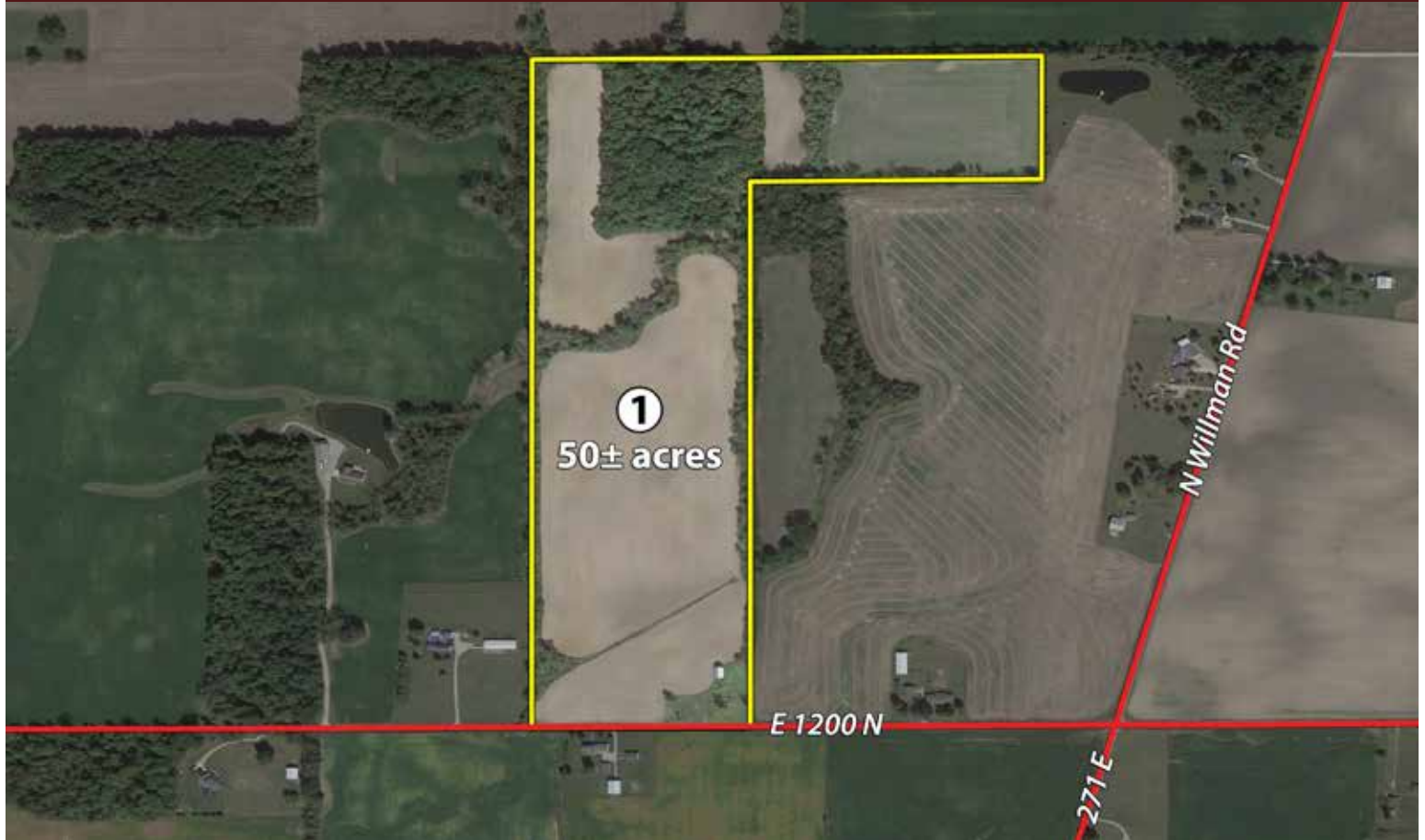


Auction Location: Delaware County Fairgrounds, Heartland Hall Building • 1210 N Wheeling Ave Muncie, IN • Between downtown Muncie & McGalliard Rd along Wheeling Ave.

Property Location: Tract 1 - From Hwy 3 & 28 on the north side of Muncie, travel north approximately 6 miles to CR 1200 N, turn right (east) & travel about 2 miles to farm on the north side.

Tract 2 from Tract 1 - Travel west on CR 1200 N to Willman Rd, then left (north) approximately 2 miles to farm on the right.

LOCATION & TRACT MAPS



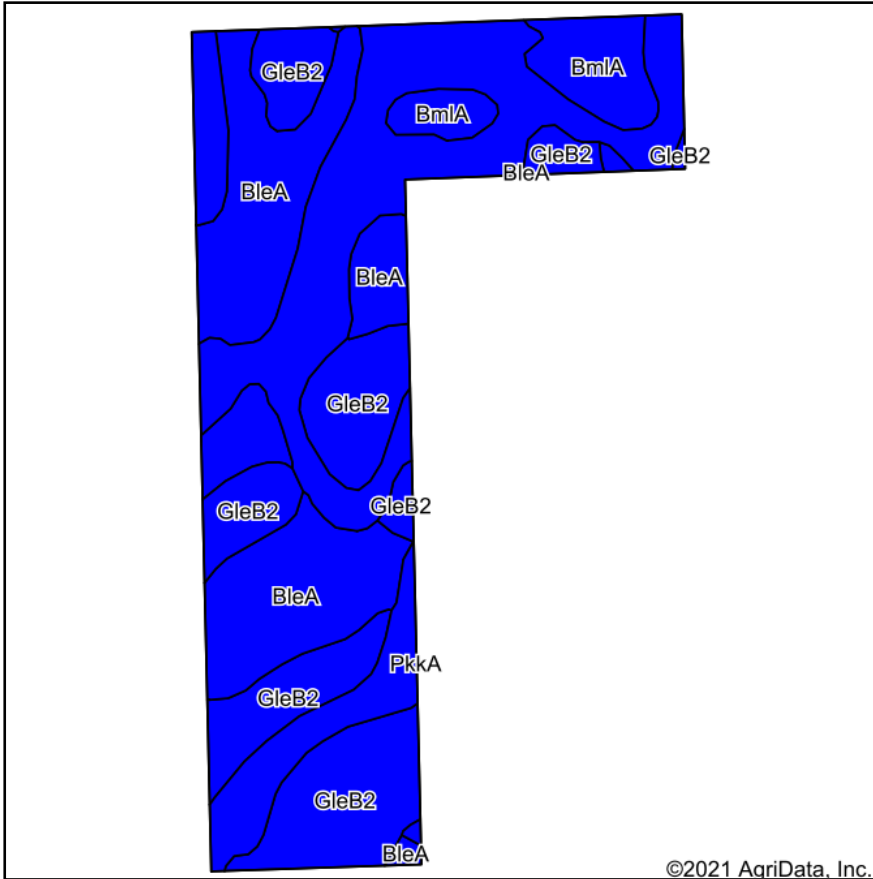
Tract 1 (Section 12, Township 22 North, Range 10 East, Union Township, Delaware County): 50± acres with 37.4± tillable acres per FSA, great combination of tillable land and mixed woodland. Wonderful potential homesite location with frontage along Delaware County Road 1200N. Examine the possibilities with this unique and beautiful land offering!

Tract 2 (Section 6, Township 22 North, Range 11 East, Jackson Township, Blackford County): 10± acres, all tillable tract, mostly Pewamo, Blount and Glynwood soils. Frontage along Blackford County Road CR 450S and Willman Road. Perfect mini-farm site or simply add to your operation.

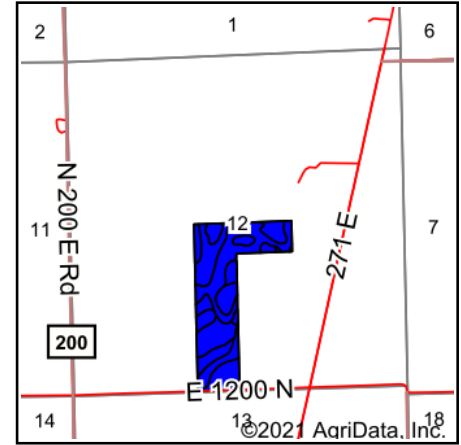
MAPS

SOILS MAP

Tract 1



Soils data provided by USDA and NRCS.



State: **Indiana**
 County: **Delaware**
 Location: **12-22N-10E**
 Township: **Union**
 Acres: **50.14**
 Date: **9/30/2021**



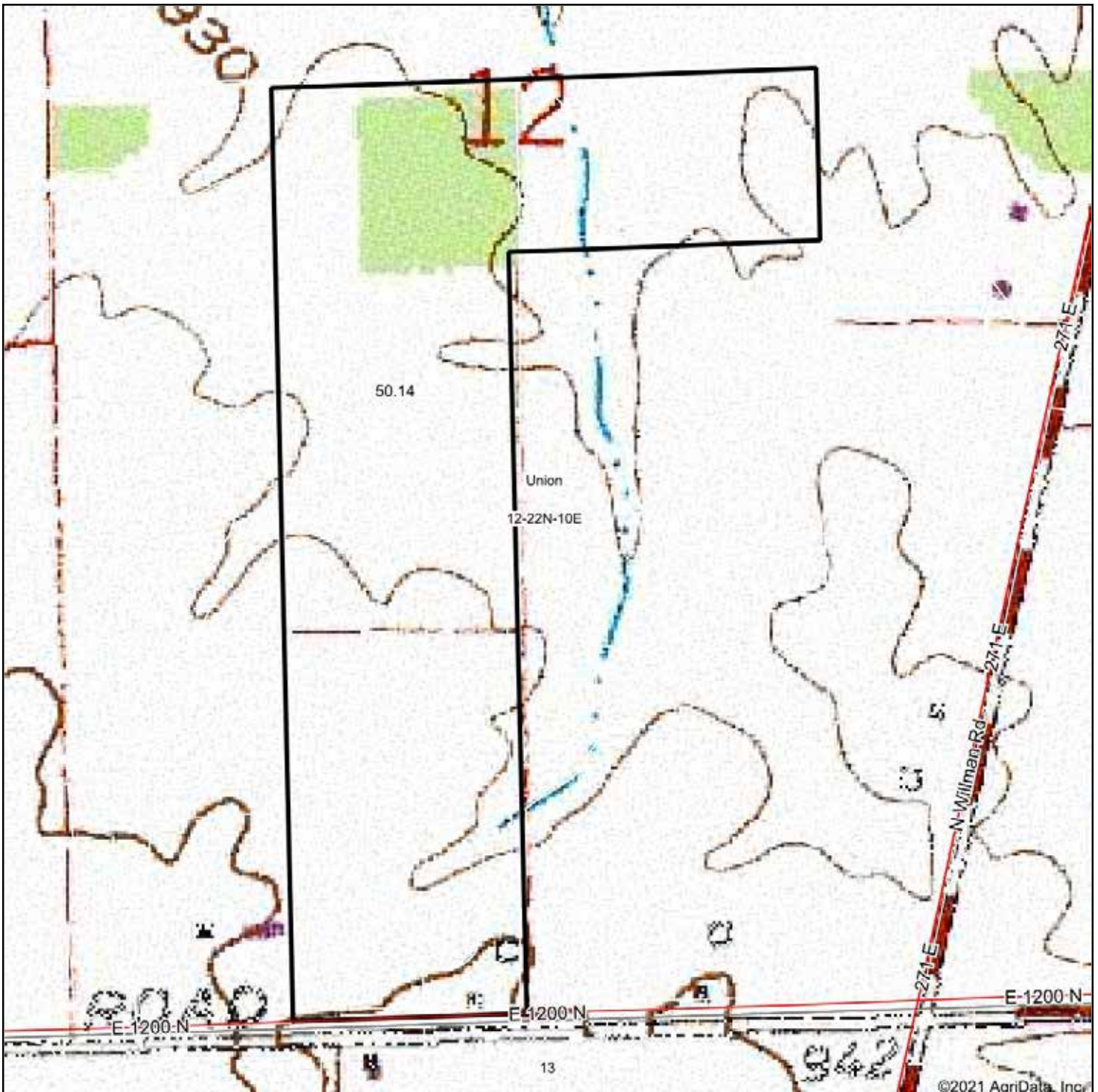
Area Symbol: IN035, Soil Area Version: 25

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn	Grass legume hay	Grass legume pasture	Pasture	Soybeans	Winter wheat
PkkA	Pewamo silty clay loam, 0 to 1 percent slopes	18.07	36.0%		llw	157	5	11		47	64
BleA	Blount silt loam, end moraine, 0 to 2 percent slopes	14.52	29.0%		llw	140	5	9		45	63
GleB2	Glynwood silt loam, end moraine, 1 to 4 percent slopes, eroded	14.05	28.0%		lle	123	4	8		42	55
BmlA	Blount-Del Rey silt loams, 0 to 1 percent slopes	3.50	7.0%		llw	141	5		9	46	63
Weighted Average						141.4	4.7	8.8	0.6	44.9	61.1

Soils data provided by USDA and NRCS.

TOPOGRAPHY MAP

Tract 1



map center: 40° 22' 3.57, -85° 20' 27.41

0ft 441ft 882ft



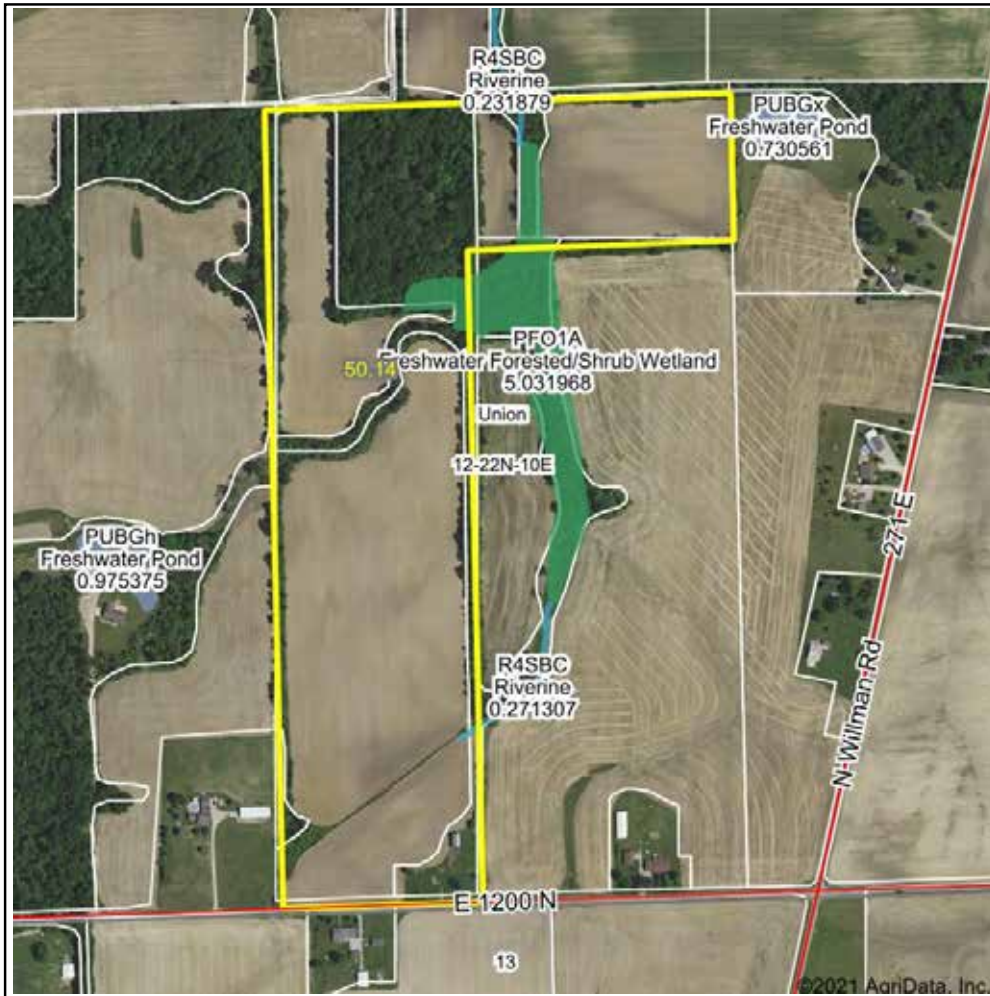
12-22N-10E
Delaware County
Indiana



9/30/2021

WETLANDS MAP

Tract 1



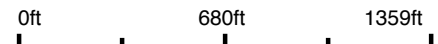
State: **Indiana**
 Location: **12-22N-10E**
 County: **Delaware**
 Township: **Union**
 Date: **9/30/2021**



Maps Provided By



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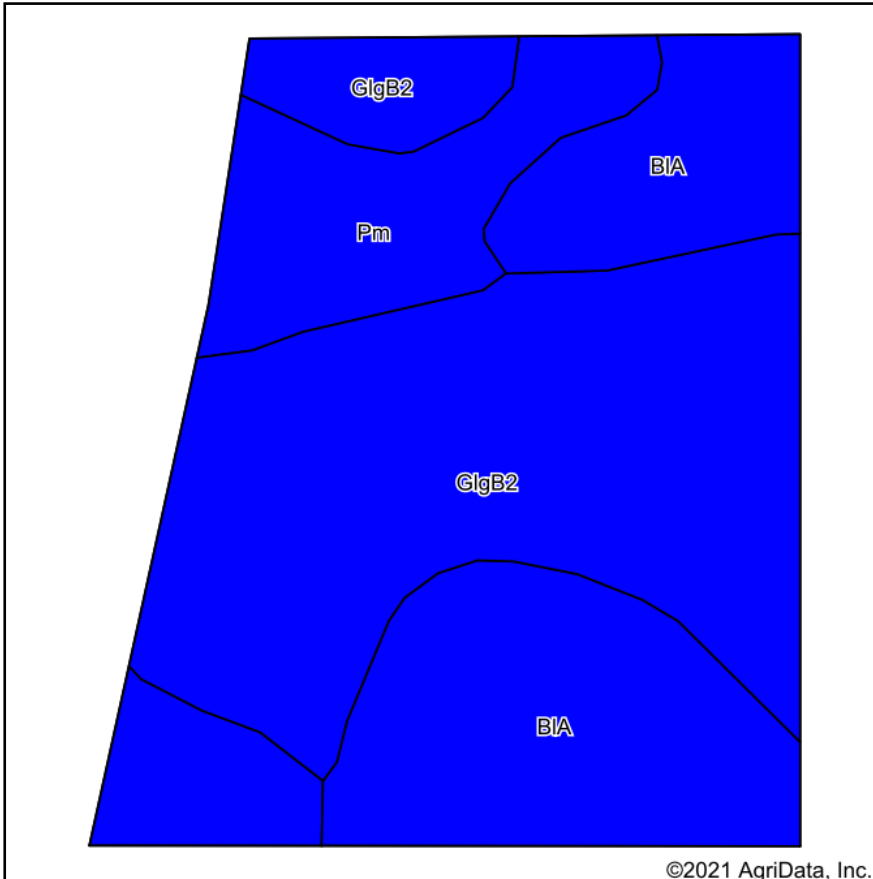


Classification Code	Type	Acres
PFO1A	Freshwater Forested/Shrub Wetland	1.16
R4SBC	Riverine	0.11
Total Acres		1.27

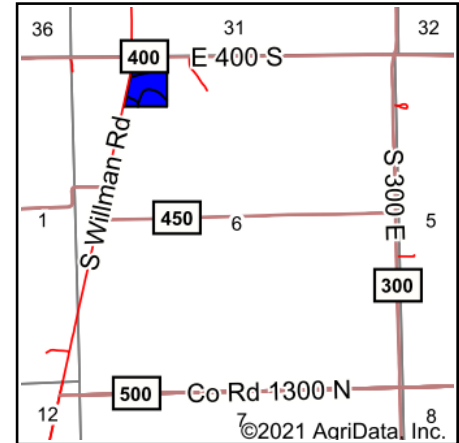
Data Source: National Wetlands Inventory website. U.S. DoI, Fish and Wildlife Service, Washington, D.C. <http://www.fws.gov/wetlands/>

SOILS MAP

Tract 2



Soils data provided by USDA and NRCS.



State: **Indiana**
 County: **Blackford**
 Location: **6-22N-11E**
 Township: **Jackson**
 Acres: **9.58**
 Date: **9/30/2021**



Maps Provided By



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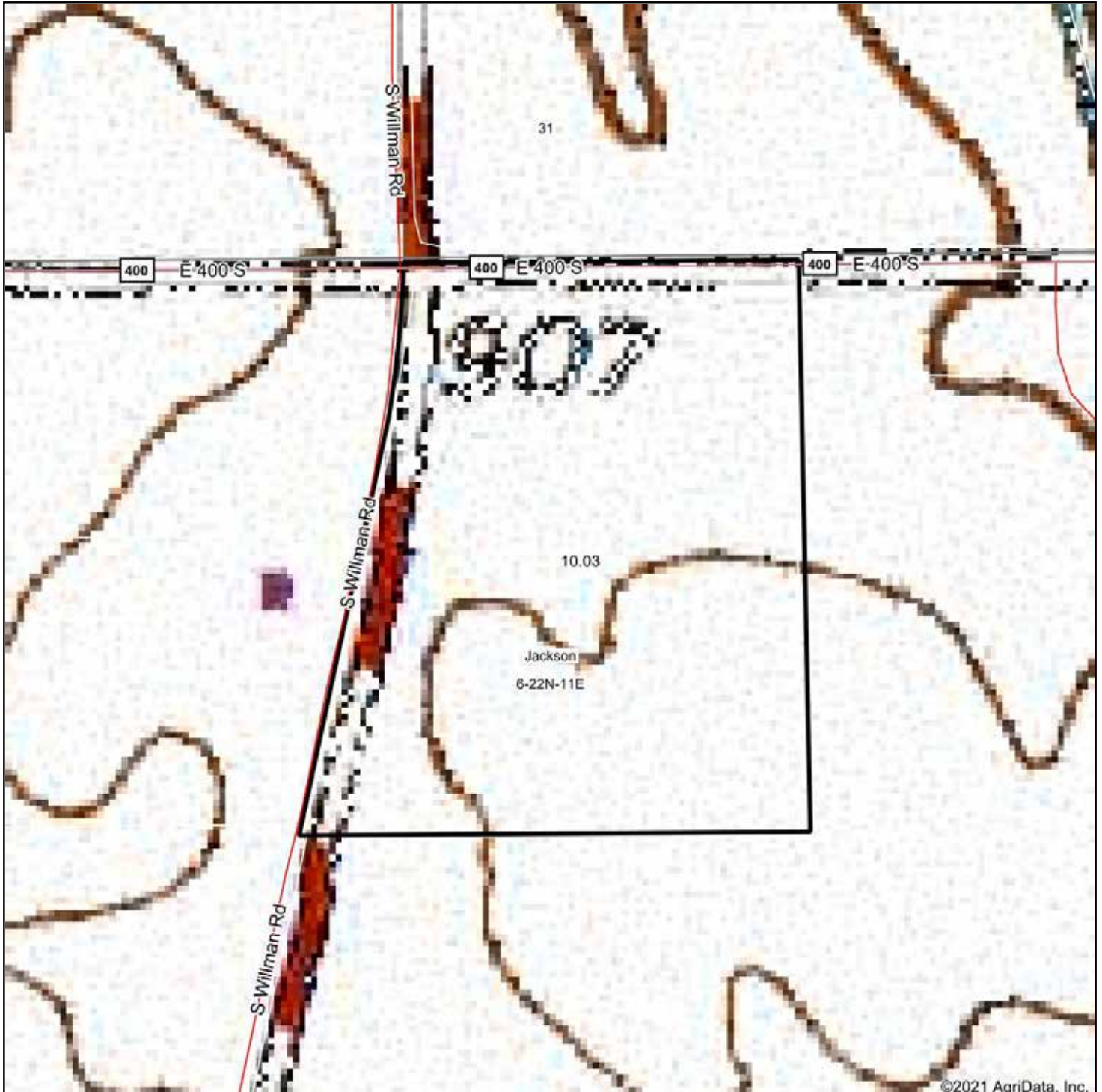
Area Symbol: IN009, Soil Area Version: 23

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn	Grass legume hay	Grass legume pasture	Pasture	Soybeans	Winter wheat
GlgB2	Glynwood silt loam, ground moraine, 1 to 4 percent slopes, eroded	4.78	49.9%		Ile	123	4	8		42	55
BIA	Blount-Glynwood, thin solum complex, 0 to 3 percent slopes	2.98	31.1%		Ilw	131	5		9	44	59
Pm	Pewamo silty clay, 0 to 2 percent slopes	1.82	19.0%		Ilw	153	5	10		43	62
Weighted Average						131.2	4.5	5.9	2.8	42.8	57.6

Soils data provided by USDA and NRCS.

TOPOGRAPHY MAP

Tract 2



map center: 40° 23' 27.96, -85° 19' 40.42

0ft 204ft 408ft



6-22N-11E
Blackford County
Indiana



WETLANDS MAP

Tract 2



State: **Indiana**
 Location: **6-22N-11E**
 County: **Blackford**
 Township: **Jackson**
 Date: **9/30/2021**



Maps Provided By:



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0ft 277ft 553ft

Classification Code	Type	Acres
	Total Acres	0.00

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

FSA INFORMATION

FSA INFORMATION

INDIANA
DELAWARE

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 6712

Prepared : 9/24/21 1:48 PM

Crop Year : 2021

Operator Name :

Farms Associated with Operator :

CRP Contract Number(s) : None

Recon ID : None

Transferred From : None

ARCPLC G/I/F Eligibility : Eligible

**Includes property
not in the auction.**

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
201.29	175.72	175.72	0.00	0.00	0.00	0.00	0.00	Active	2
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL	Acre Election	EWP	DCP Ag.Rel. Activity	Broken From Native Sod
0.00	0.00	175.72	0.00		0.00		0.00	0.00	0.00

Crop Election Choice

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

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	84.70	0.00	152	
Soybeans	84.30	0.00	45	0
TOTAL	169.00	0.00		

NOTES

Tract Number : 1337

Description : H2/1B T 22N R 10E S12 J1/2B

FSA Physical Location : INDIANA/DELAWARE

ANSI Physical Location : INDIANA/DELAWARE

BIA Unit Range Number :

HEL Status : HEL field on tract.Conservation system being actively applied

Wetland Status : Tract does not contain a wetland

WL Violations : None

Owners : JUDY R BROWN, MR RAYMOND E BROWN

Other Producers : None

Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
191.71	166.14	166.14	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	166.14	0.00	0.00	0.00	0.00	0.00

FSA INFORMATION

INDIANA
DELAWARE

Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 6712

Prepared : 9/24/21 1:48 PM

Crop Year : 2021

DCP Crop Data

Tract 1337 Continued ...

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	79.20	0.00	152
Soybeans	81.60	0.00	45
TOTAL	160.80	0.00	

NOTES

Tract Number : 11104
Description : T22N R11E S6
FSA Physical Location : INDIANA/BLACKFORD
ANSI Physical Location : INDIANA/BLACKFORD
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : MR RAYMOND E BROWN, JUDY R BROWN
Other Producers : None
Recon ID : None

**Includes property
not in the auction.**

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
9.58	9.58	9.58	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	9.58	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	5.50	0.00	152
Soybeans	2.70	0.00	45
TOTAL	8.20	0.00	

NOTES

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

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

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

FSA INFORMATION

USDA Farm 6712 Tract 1337

Map prepared on: 2/2/2021

Administered by: Delaware County, Indiana

191.71 Tract acres

166.14 Cropland acres

0 CRP acres

CRP

CLU

TRS: 22N10E12

Delaware Co., IN

Wetland Determination Identifiers:

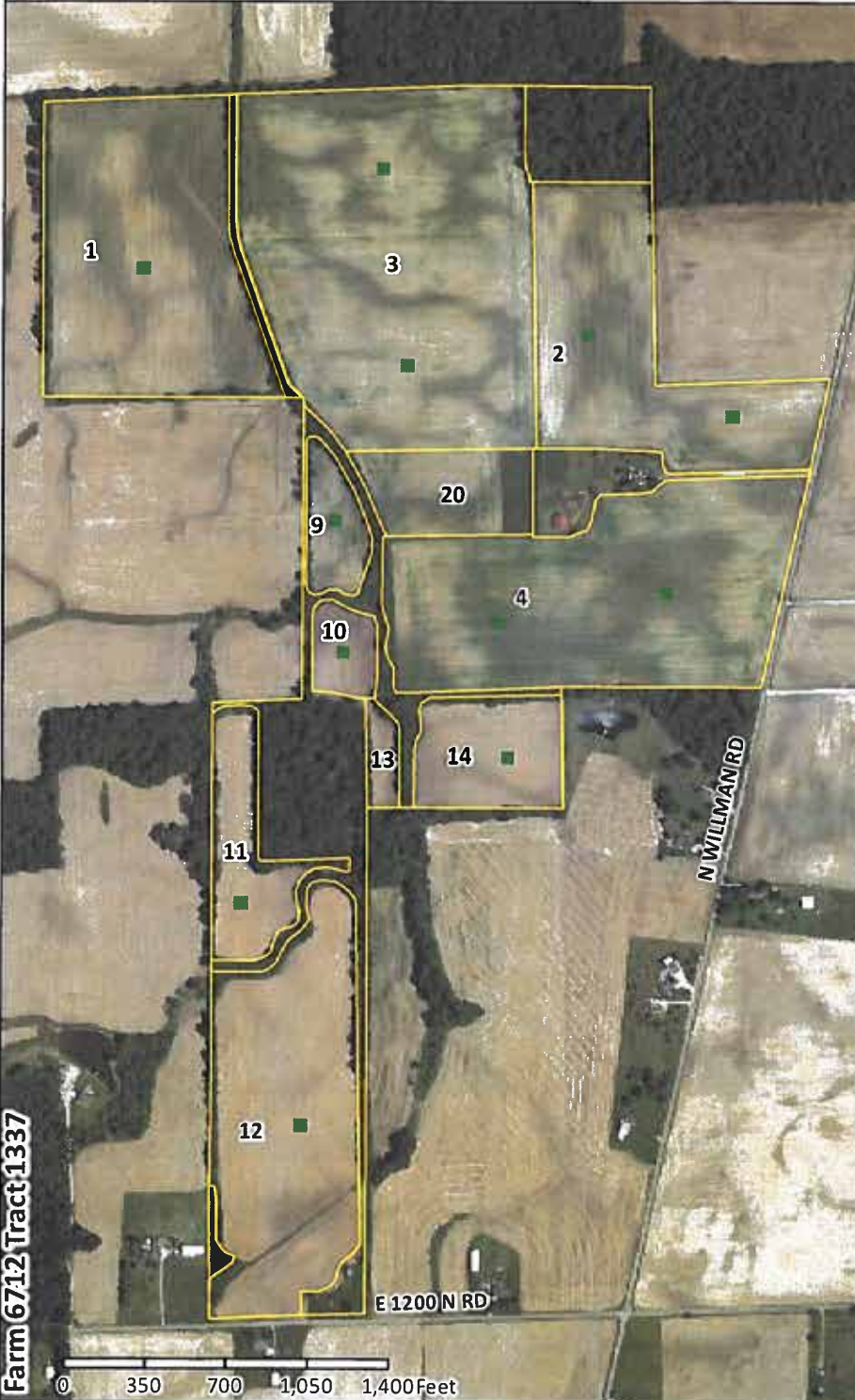
Restricted Use

Limited Restrictions

Exempt from Conservation Compliance Provisions



Source: Primarily USDA NAIP 2020 imagery; IDHS or Dynamap roads; FSA data 2021-02-01 17:31:38



CLU	Acres	HEL	LC	Contract	Prac	Yr	C	I
1	25.54	N	2					Y
2	19.8	N	2					Y
3	41.32	N	2					Y
4	30.32	N	2					Y
9	3.25	N	2					Y
10	2.43	N	2					Y
11	6.58	N	2					Y
12	22.53	H	2					Y
13	1.41	N	2					Y
14	6.92	N	2					Y
20	6.04	N	2					Y

**Includes
property not in
the auction.**

Farm 6712 Tract 1337

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FSA INFORMATION

USDA Farm 6712 Tract 11104

Map prepared on: 2/3/2021

Administered by: Delaware County, Indiana

9.58 Tract acres

9.58 Cropland acres

0 CRP acres

CRP

CLU

TRS: 22N11E6

Blackford Co., IN

Wetland Determination Identifiers:

Restricted Use

Limited Restrictions

Exempt from Conservation Compliance Provisions



Source: Primarily USDA NAIP 2020 imagery; IDHS or Dynamap roads; FSA data 2021-02-01 17:31:38



CLU	Acres	HEL	LC	Contract	Prac	Yr	C	I
1	9.58	N	2					Y

Farm 6712 Tract 11104

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

PRELIMINARY TITLE

PRELIMINARY TITLE

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: 20212362
Issuing Office File Number: 20212362
Property Address: 1200 N, Eaton, IN 47338
Revision Number:

1. Commitment Date: September 02, 2021 at 8:00 A.M.

2. Policy to be issued:

Proposed Policy Amount

(a) ALTA Owner's Policy

\$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

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:

Raymond E. Brown and Judy R. Brown, husband and wife

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


Jennifer L. 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. 20212362

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

Page 1 of 2



PRELIMINARY TITLE

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
Fidelity National Title Insurance Company

EXHIBIT "A" LEGAL DESCRIPTION

The East One-Half of the East One-Half of the Southwest Quarter of Section 12 in Township 22 North of Range 10 East, containing 40 acres, more or less.

Also, A part of the Southeast Quarter of Section 12, in Township 22 North of Range 10 East, bounded and described as follows, to-wit: Beginning at the North West corner of the South East Quarter aforesaid and running thence East along Half Section line 53 1/3 rods, thence South 30 rods, thence West 53 1/3 rods to the Half Section line running North and South thence North along Half Section line 30 rods to the place of beginning, estimated to contain 10 acres, ~~or~~

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File No. 20212362

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

Page 2 of 2



PRELIMINARY TITLE

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
Fidelity National Title Insurance Company

Requirements

File No.: 20212362

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 Raymond E. Brown and Judy R. Brown, husband and wife 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 for 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 than \$10,000.00 must be in the form of "good funds" as defined in the Act.

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File No. 20212362

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

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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File No. 20212362

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.: 20212362

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 2020 in the amount of \$427.42 each installment due May 10 and November 10, 2020. May installment paid. November installment unpaid. Taxes for the year 2021 due and payable in 2022 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

Parcel Number 18-03-12-300-005.000-022

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File No. 20212362

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. Mississinewa annual ditch assessment in the sum of \$40.00 per year, recorded in Ditch No. 051, next installment of \$20.00 due November 10, 2021.
10. Taxes for the year 2020 in the amount of \$115.00 each installment due May 10 and November 10, 2020. May installment paid. November installment unpaid. Taxes for the year 2021 due and payable in 2022 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

Parcel Number 18-03-12-400-001.000-022

11. Mississinewa annual ditch assessment in the sum of \$10.00 per year, recorded in Ditch No. 051, next installment due May 10, 2022.
12. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
13. Rights of the Public, the State of Indiana, and County of Delaware and the municipality in and to that part of the premises taken or used for road purposes.
14. Right of way for drainage, flow and maintenance of Legal Ditch (or Legal Drain) as set forth in IC 36-9-27-33.

JLS/amb

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File No. 20212362

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

Page 2 of 2



PRELIMINARY TITLE



Fidelity National Title
Insurance Company

Commitment No. 20212362

**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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