## 194

## Offered in 2 Tracts

# INANID AUCHHON 

- Excellent Quality Soils • Excellent Location
- Highly Tillable • State Road 218 Frontage



## 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.

# SELLER: Robert E. Scott Farm and its Heirs AUCTION COMPANY: Schrader Real Estate and Auction Company, Inc. 

AC63001504, AU08700434, AU10300062
AUCTION MANAGERS: Jim Hayworth, 765-427-1913 and Todd Freeman, 765-414-1863

# SCHRADER <br> Real Estate and Auction Company, Inc. <br> SCHRADER REAL ESTATE \& AUCTION CO., INC. <br> 950 N. Liberty Dr., Columbia City, IN 46725 <br> 260-244-7606 or 800-451-2709 <br> SchraderAuction.com 

## TERMS AND CONDITIONS:

PROCEDURE: The property will be offered in 2 individual tracts, any combination of tracts and as a total $194.6 \pm$ acre unit. There will be open bidding on all tracts and combinations during the auction as determined by the Auctioneer. The auction will be offered in individual tracts, combinations of tracts and as a whole.
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, and are capable of paying cash at closing. ACCEPTANCE OF BID PRICES: All final prices are subject to Sellers' acceptance or rejection. All successful bidders will be required to enter into Purchase Agreements at the auction site immediately following the close of the auction.
DEED: Seller shall provide a Trustee Deed(s) and/ or Warranty Deed(s) sufficient to convey insurance title to the real estate. Real Estate is sold subject to all rights of way, legal highways, leases, easements of public record, and all other matters of public record. EVIDENCE OF TITLE: Seller shall provide a preliminary title insurance commitment for review prior to auction. Seller agrees to furnish Buyer(s), at Sellers' expense, an updated PRELIMINARY TITLE prior to closing. The cost of providing an Owner's Title Policy shall be paid for by Sellers at closing.


#### Abstract

CLOSING: The balance of the purchase price is due at closing, which will take place on or before November 1, 2023 as applicable closing documents are completed by the Sellers. Costs for an administered closing shall be shared 50:50 between Buyer(s) and Sellers. All lender costs shall be paid by the Buyer(s). POSSESSION: Possession is at closing subject to ten-


 ant's rights for the 2023 crop.REAL ESTATE TAXES: Sellers shall pay 2023 real estate taxes due and payable in 2024. Buyer shall assume any taxes thereafter. Buyer shall assume any ditch and drainage assessments due after closing.
ACREAGE: All tract acreages, dimensions and proposed boundaries are approximate and have been estimated based on county tax parcel data, county GIS, survey and/or aerial mapping.
SURVEY: A new survey will only be provided if needed for good title. The cost of a new survey(s) will be split 50/50.
PROPERTY INSPECTION: Each potential Bidder is responsible for conducting, at their own risk, their own independent inspections, investigations, inquiries and due diligence concerning the property. Inspection dates have been scheduled and will be staffed with auction personnel. Further, Seller disclaims any and 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.
EASEMENTS: Subject to any and all existing easements.

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

## BOOKLET INDEX

- BIDDER PRE-REGISTRATION FORM
- ONLINE BIDDING REGISTRATION FORM
- LOCATION MAP \& AERIAL TRACT MAP
- SOIL INFORMATION (Surety Soils Maps)
- FSA INFORMATION
- DRAIN MAPS
- TAX INFORMATION
- PRELIMINARY TITLE
- PHOTOS


## For Information Call Auction Managers:

AUCTION MANAGERS: Jim Hayworth, 765-427-1913 and Todd Freeman, 765-414-1863

## REGISTRATION FORMS

# BIDDER PRE-REGISTRATION FORM <br> TUESDAY, AUGUST 15, 2023 <br> 194.6士 ACRES - CARROLL COUNTY, INDIANA 

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

Email to auctions@schraderauction.com or fax to 260-244-4431, no later than Tuesday, August 8, 2023. Otherwise, registration available onsite prior to the auction.

## BIDDER INFORMATION

(FOR OFFICE USE ONLY)

Name $\qquad$ Bidder \# $\qquad$

Address $\qquad$

City/State/Zip $\qquad$
Telephone: (Res) $\qquad$ (Office) $\qquad$

My Interest is in Tract or Tracts \# $\qquad$

## BANKING INFORMATION

Check to be drawn on: (Bank Name) $\qquad$
City, State, Zip: $\qquad$
Contact: $\qquad$ Phone No: $\qquad$ HOW DID YOU HEAR ABOUT THIS AUCTION?
Brochure $\square$ NewspaperSignsInternetRadio $\square$ TV $\qquad$ Friend

Other $\qquad$

## WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?

$\square$ Regular Mail $\square$ E-Mail E-Mail address: $\qquad$
$\square$ Tillable $\square$ Pasture $\square$ Ranch $\square$ Timber $\square$ Recreational $\square$ Building Sites
What states are you interested in? $\qquad$
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: $\qquad$ Date: $\qquad$

## Online Auction Bidder Registration 194.6 $\pm$ Acres • Carroll County, Indiana Tuesday, August 15, 2023

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, August 15, 2023 at 6:00 PM. (EST)
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 \$ $\qquad$ . 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; email: auctions@schraderauction.com
For wire instructions please call 1-800-451-2709.
7. My bank routing number is $\qquad$ and bank account number is $\qquad$ .
(This for return of your deposit money). My bank name, address and phone number is:
$\qquad$
$\qquad$
$\qquad$
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, August 8, 2023. Send your deposit and return this form via fax or email to: 260-244-4431 or auctions@schraderauction.com.

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: $\qquad$
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



AUCIION LOCATION: Wabash \& Erie Canal Center in Delphi, IN. From the intersection of US 421, SR 18 \& SR 39. Take N Washington St. approximately 10 blocks northwest to 1030 N. Washington St.
PROPERTY LOCATION: From Logansport, IN, take SR 29 approx. $8.5 \pm$ miles south to SR 218, then take SR 218 approx. 2 miles west to the 2 tracts on the north side of SR 218.

## AERIAL TRACT MAP



## TRACT INFORMMATION:

TRACT \#1:80 $\pm$ ACRE of land with 75.4 acres tillable and approx. $4.3 \pm$ acres in woods and balance in road frontage. This tract has excellent soils and highly tillable.
TRACT \#2: 114.6 $\mathbf{~ A C R E ~ p a r c e l ~ o f ~ l a n d ~ w i t h ~} 108.45$ tillable. This tract has approx. 5.75 acre in woods and the balance in road frontage.

NOTE: \#117 Scott Family Drain Reconstruction was constructed in the fall of 2014. The Scott Family Farm installed a farm tile starting just east of CR400E, over CR500E and across to SR 218. The tile starts out as a $15^{\prime \prime}-18^{\prime \prime}$ to 24 " at the intersection of CR500E and SR 218. The family has stated to us that the tile cost in 2014 was $\$ 100,000$.


## SOIL INFORMATION



Soils data provided by USDA and NRCS.

| Area Symbol: IN015, Soil Area Version: 27 |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Code | Soil Description | Acres | Percent of field | Non-Irr Class Legend | Non-Irr Class | $\begin{aligned} & \hline \text { Corn } \\ & \mathrm{Bu} \end{aligned}$ | Grass legume hay Tons | Pasture AUM | Soybeans Bu | Winter wheat Bu |
| StA | Starks silt loam, 0 to 2 percent slopes | 88.42 | 45.1\% |  | IIw | 164 | 5 | 11 | 53 | 66 |
| Pg | Patton silty clay loam, loamy substratum, to 2 percent slopes | 87.59 | 44.7\% |  | IIw | 173 | 6 | 12 | 51 | 69 |
| RrB2 | Rockfield-Williamstown complex, 1 to 6 percent slopes, eroded | 13.17 | 6.7\% |  | 11 e | 133 | 5 | 9 | 47 | 60 |
| Pk | Pella silty clay loam | 6.38 | 3.3\% |  | Ilw | 175 | 6 | 12 | 49 | 70 |
| RoA | Rockfield silt loam, 0 to 2 percent slopes | 0.33 | 0.2\% |  | 1 | 145 | 5 | 9 | 51 | 66 |
| Weighted Average |  |  |  |  | 2.00 | 166.3 | 5.5 | 11.3 | 51.6 | 67.1 |

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## TOPO CONTOURS MAP




## FSA INFORMATION

## FSA INFORMATION

H*UIRAvA
CARROLL
Form: FSA-156EZ
See Page 3 for non-discriminatory Statements.


United States Department of Agriculture Farm Service Agency

Abbreviated 156 Farm Record

FARM : 1373
Prepared: 6/12/23 2:34 PD1 CST
Crop Year: 2023

| Operator Name | : |
| :--- | :--- |
| CRP Contract Number(s) | : None |
| Recon 1D | : None |
| Transferred From | : None |
| ARCPLC G/JF Eligibility | : Eligible |


| Farmland | Cropland | DCP Cropland | WBP | EWP | WRP | GRP | Sugarcane | Farm Status | Numbiar Of Tracts |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 198.52 | 183.85 | 183.85 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 | Active | 2 |
| State Conservation | Other Conservation | Effective DCP Cropland |  | Double Cropped |  | CRP | MPL | DCP Ag.Rel. Activity | SOD |
| 0.00 | 0.00 | 183.85 |  | 0.00 |  | 0.00 | 0.00 | 0.00 | 0.00 |


| 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 | 124.00 | 0.00 | 144 |  |
| Soybeans | 53.60 | 0.00 | 57 |  |
| TOTAL | 177.60 | 0.00 |  |  |
| NOTES |  |  |  |  |


| Tract Number $\quad 1$ |  | 1807 |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Description : L |  | L5 B1 SEC 17 T25N R1E WASHINGTON TWP |  |  |  |  |  |  |
| FSA Physical Location |  | INDIANAVCARROLL |  |  |  |  |  |  |
| ANSI Physical Location | O : IN | INDIANA/CARROLL |  |  |  |  |  |  |
| BIA Unit Range Number |  |  |  |  |  |  |  |  |
| HEL Status : |  | NHEL: No agricultural commodity planted on undetermined fields |  |  |  |  |  |  |
| Wetland Status : T |  | Tract does not contain a wetlan |  |  |  |  |  |  |
| WL. Violations : N |  | None |  |  |  |  |  |  |
| Owners |  |  |  |  |  |  |  |  |
| Other Producers | : |  |  |  |  |  |  |  |
| Recon ID |  | None |  |  |  |  |  |  |
|  |  |  |  | Land |  |  |  |  |
| Farm Land | Cropland |  | DCP Cropland | WBP | EWP | WRP | GRP | Sugarcane |
| 79.71 | 75.40 |  | 75.40 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |

## FSA INFORMATION

INDIANA
CARROLL
Form: FSA-156EZ


United States Department of Agriculture Farm Service Agency

Abbreviated 156 Farm Record

FARM : 1373
Prepared: 6/12/23 2:34 PM CST
Crop Year: 2023

| Tract 1807 Continued ... |
| :--- |
| State <br> Conservation Other <br> Conservation Effective DCP Cropland |
| 0.00 |


| Tract Number : 1809 |  | 1809 |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Description : LS |  | L5 B1 SEC 17 T25N R1E WASHINGTON TWP |  |  |  |  |  |
| FSA Physical Location : IN |  | INDIANAVCARROLL |  |  |  |  |  |
| ANSI Physical Location |  | INDIANAVCARROLL |  |  |  |  |  |
| BIA Unit Range Number |  |  |  |  |  |  |  |
| HEL Status : NH |  | NHEL: No agricultural commodity planted on undetermined fields |  |  |  |  |  |
| Wetland Status : Tracter |  | Tract does not contain a wetland |  |  |  |  |  |
| WL Violations |  | None |  |  |  |  |  |
| Owners |  |  |  |  |  |  |  |
| Other Producers |  |  |  |  |  |  |  |
| Recon ID | : Non | None |  |  |  |  |  |
| Tract Land Data |  |  |  |  |  |  |  |
| Farm Land | Cropland | DCP Cropland | WBP | EWP | WRP | GRP | Sugarcane |
| 118.81 | 108.45 | 108.45 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| State Conservation | Other Conservation | Effective DCP Cropland | Double Cropped | CRP | MPL | DCP Ag. Rel Activity | SOD |
| 0.00 | 0.00 | 108.45 | 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 | 72.70 | 0.00 | 144 |
| Soybeans | 31.40 | 0.00 | 57 |
| TOTAL | 104.10 | 0.00 |  |

## FSA INFORMATION



## FSA INFORMATION




## DRAIN MAPS

## DRAIN MAP




## DRAIN MAP



## DRAIN MAP



## DRAIN MAP





## TAX INFORMATION


18SP：2018 SPL
3.059 AC \＆IMP TO 14－27－25 8／10／2017







Routing Number 08－17－000－024
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& \text { paxnsear Tros } \\
& \text { futioy }
\end{aligned}
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 Property Class
 Parent Parcel Number PARCEL NUMBER
$08-08-17-000-013,000-019$ 2
administrative information
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## PRELIMINARY TITLE

## CHICAGO TITLE INSURANCE COMPANY

ALTA COMMITMENT FOR TITLE INSURANCE issued by<br>CHICAGO TITLE INSURANCE COMPANY


#### Abstract

Notice TMPORTANT-READ GAREFULLY: THIS COMMMITMENT 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 TIILE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINHON OF TITLE OR DTHER REPRESENTATION OF THE STATUS OF TITLE. TIIE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLIDONG ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE CDMPANY, WERE PERFORMED SOLELY FOR THE EENEFIT OF THF COMHANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED

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


## COMMITAENT TO ISSUE POLICY

Subject to the Nolica; Schedule B, Part I-Requirements; Schedule B, Part II--Exceptions; and the Commitment Conditions, Chicago Tite Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy atcording to the terms and provisions of this Commilonent. This Commithent is effective as of the Conraltment Dale shown in Schedula A for each Polioy described in Schedule A, only when the Company has ertered in Sehedule A bolh the specified doliar amount as the Proposed Amount of instifance and the name of the Proposed Insured.

If all of the Sciedule B, Farl I-Requirements have not been mel within 180 days after the Commitment Date, this Gommitment terminates and line Company's liability and obligation end.

## CHICAOO TITLE INSURANCE COMPANY

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[^1][^2]1. DFFINITIONS
a. "Discriminatory Covenant": Any covenank, condilion, restriction, of limitalion that is untenforterable under applicable law because it iliegally discriminates agairst a class of indiviauals based on personal characlenstics such as race, color, reltgion. sex, sexual orientation, gender identily, familial status, disability, natuonal origin, or other legally protected class.
b. "Knowietige" or "Kncwni": Actual knowledge or actuat notice, but not constructive nolice imparled by the Public Records.
c. "Land" The land described in Item 5 of Schedule A and improvements localed on thal land that by Slate law conslitule real property. The term "Land" does not include an's property beyond inat ofescribed in Schedulo A. nor any right, jitle, interest, estate, or easement in any abuting streat, road, avenue, alley, fane right-af-way. body of water, or waterway, but does not modily of limit the extent that a right of access to and from the land is Io be insured by the Policy.
d. "Mortgege": A roorgage, deed of trust, trust deed, security deed, of other real properly security instrument, including one evidenced by electronic means authorizedi by taw.
c. "Policy": Each contract of title insurance, th a form adopted by the American Land Title Association, issued or to oe issued by the Company pursuant to mis Commilment.
f. "Proposed Amount of Insurance": Each dollat amount specifed in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
2. "Preposed Insured": Each person identified in Schedule A as the Preposed Insured of each Policy to be issued pursuant to this Commilment.
t. "Public Records": The recording or titing system eslablished under Slate statutes in effecl al fre Commitment Date under which a doctiment must be recorced or filed to impari constructive nolice of mallers relating to the Tille to a purchaser for value without Knowledge. I'he term "Public Records" does not inclucte any other recording or filing system, including any pertaning to environmental remedialion or protection, planning: permiting, zoning. licensing, oblleing, healih, public safely, nr national security matters.
i. 'Slate": The state or commonwealth of the Jolted Stales within whose exterior boundaries the l.and is located The tem "State" also includes hite District of Columbia, the Commonweallh of Puerto Rico, the U.S. Virgin tslands, and Guam.
i. "Title": The estate or inlerest in lie Land identified in Item 3 of Schedule A.
3. If all of the Schedule B, Part I - Requirements have not been met within the time period spectied in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligalion end.
4. The Company's liability and obligation is timited by and this Commitment is not valid without:
a. the Nolice:
b. the Commilment to Issue Policy;
c. the Commilnent Condilions;
d. Schedule A;
e. Schedule B, Part 1-Requirements;

F Schedule 8, Part II-Exceptions; and
g. a counfer-signature by the Company or its lssuling agent that may be in electronic form.

## 4. COMPANYS RIGHT TO ANEND

The Company may amence this Commitment at any time If the Company amends this Commitment to add a defect. lien, ancurntarance. adverse clam, or olner malter recorded in the Public Records pror to the Commilment Date, any liatuilily of the Company is limited by Commilment Condition 5 . The Company is nat liable for any other annerdment to this Comrnitment.

[^3]
## PRELIMINARY TITLE

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## CHICAGO TITLE INSURANCE COMPANY

5．LIMITATIONS OF LIABILITY
a．The Company＇s liability under Commitment Condition 4 is tmited to the Proposed Insured＇s actual expense incurred in the interval beween the Company＇s delivery to the Proposed Insured of the Commiltrent and the delivery of the amended Commitment，resulling from the Preposed Irsured＇s groad faith refiance to：
i．Comply with the Schodule B．Parl I－Requirements；
ii．eliminate with the Company＇s written consena，any Schedute B，Part II－Excepions；or
iji．acquire tive Title or craate the Mortgage covered by this Commitment．
b．The Compeny is not liable under Commitment Condition 5．a．if the Proposed Insured requested the amendment or had Knowlecige of the nvaller and did not nolify the Company abpul it in witing．
c．The Company is only liable 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 liabitity dees nol exceed the tesser of the Proposed Insured＇s actual expense incured in good failh and described in Commitment Condition 5．a．or the Proposed Amonn of Insurance．
e．The Company is not liable for the content of the Transsction Identification Dala，if any．
f．The Company is nol oblgated to issue the Policy referred to in this Commitment undess all of the Scheodule 8 ， Part I－Requirements have beed met to the salisfaction of the Company．
g．The Company＇s labitty is further timited by the lerms and provis ons of the Policy to be issued to the Proposed Insured．

6．LIABILITY OF THE COMPANY MUST BE GASEO ON THIS COMMITMENT；CHOLCE OF LAW AND CHOLCE OF FORUM
a．Ony a Proposed Insured identified in Schedule A，and no oher person．may make a claim under lhis Commitment．
b．Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and proulsions of thes Commitment．Any litigation or other proceeding brought by the Proposed Insured agatnst the Company must be tided only in a State or federal cout raving jurisdiction．
c．This Commltment．as last teviscd，is the oxclusive and entire agreement between the parlies with respect to the subject matter of thls Commitment and supersedes all prior commilment negotiations，representations and proposals of any kind，whether written or oral．express or impled，relating to the subject matter of this Commilment．
d．The deletion or medificaion of any Scledule 日，Part Il－Exeeplion daes not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Comnitment or the Policy．
2．Any amendment or endorsement to this Commilment must be in wriling and authenticated by a person authorized by the Company．
f．When the Policy is issued，all diability and obligation under tris Commitment will end and the Company＇s only liability will be under the Policy

7．IF IHIS COMMA EMENT IS ISSUED BY AN ISSUING AGENT
The issting agent is the Company＇s agen only for the limiled purpose of issuing title ensurance comminments and polkles．The issuring agent is not the Company＇s agent for closing，sethement，escrovt，or any other purpose．

8．PRO－FORMA POLICY
The Company may provide，at the reques：of a Proposed Insured，a pro－forma poticy ittustrating the coverage that the Company may provide．A pro－forma pollcy neither reflects the status of Title al the time that ine pro－lorma polity is delvered to a Proposed Insured，nor is it a commiment to insure．
9．CLAIMS PROCEDURES
This Commilment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured．Commltment Condition 9 does not modity the limitatuons of liablify in Commilment Condilions 5 and 6 ．

## 10．CLASS ACTION




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Coppright 2日Ri Amarican Land Thiff Associallop．All nghts resenced

## PRELIMINARY TITLE

ALL CLAMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INGLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WTH ISSUING THIS COMMITMENT, ANY BREACH OF A COMIWHTMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATNG TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST EE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, GLASS MEMBER, OR PARTICIFANT IN ANY CLASS OR REPRESENTATIVE PROCFFDING. ANY POLICY ISSUED PURSUANT TO THIS COMVITMENT WILL CONTAIN A CLASS ACTION CONDITION.
11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable malters when the Proposed Amount of insurance is $\$ 2,000,000$ or less may be arbilrated al the election of either the Company or the Proposed Insured as the exclusive


[^4]Transaction Identiftation OBt, for which the Company assumes no liablity as set forth In Commitment Conditon 5 .e.:

| Issuing Agent: | White County Abstract $\&$ Titte Co. |
| :--- | :--- |
| Issuing Office: | 111 W. Broadway, P.O. Box 653 . Monticelto, IN 47980 |
| Issuing Office's ALTAki Registry ID: | 1088503 |
| L.oan ID Number. |  |
| Commilment Number: | $237-7$ |
| Issuing Office Ftle Number: | $237-7$ |
| Property Address. | E St Rd 218, Camden, IN 46917 |
| Revision Number: | 1 |

## SCHEDULEA

1. Commitment Date: July 10,2023 at 8:00 A. M.
2. Follcy to be lssued:
(a) 2021 ALTA 0 Owner's Policy

Proposed Insured: Kay L. Yoder, an undivided $1 / 3$ interest, the Suc A. Nipple Living Trust, an undjuided 1/3 interest, Michael E. Scolt and, Katherine Scolt, Acey Scott. Toni M. Neal, and Karry N. Scolt, an undivided $1 / 3$ interest or designee
Proposed Amount of Insurance: $\$ 100,000.00$
The eslate of interest to be insured. Fee Simpte
(b) 2021 ALTA@ Loan Policy

Proposed Insured: Lender
Proposed Amount of Insurance \$
The estate or interess to be insufed-
3. The estate cr interest in the Lend at the Commtment Date is:

Fee Simple
A The Title is, at the Commitment Date, vested in:
Kay L. Yoder, an undivided $1 / 3$ interest, the Sue A. Nipple Living Trust, an undivided $1 / 3$ interest, Michael E. Scotl. Katherine Scolk. Acey Scolt, Toni $\mathrm{M}_{\mathrm{M}}$. Neal, and Kary N. Scoll, an undivided $1 / 3$ interest
5. The Land is described as follows

The East half (1/2) of the South West quarter (1/4) of Section 17. Township 25 Norm, Range 1 East, containing 80 acres, mote or less.

The East Half (1/2) of the South Eas! Quarter (i/4) of Section Seventeen (17) in Township Twenty-Five (25) North, Rarge One (i) East, contaning eighty (B0) acres, mofe or less.

Also, the East Half $\{1 / 2$ ) of the Wesl Half (1/2) of the Sputh Easl quarter (i/c) of said Section Seventeen (17), 'iownship Twenly.five \{25) North, Range One (1) East, conlaining forfy (40) acres, more or less

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EXCEPTING THEREFROM a tract of land laying in part of the Southwesl quarler (1/4) of the Southeast quarter (1/4) of Section Severteen (1/f) in Township Twenly-five (25) North and Range One (1) Easl, more particularily described as follows: Beginning at a point North $89^{\circ} 32^{\prime \prime}$ East 680 feet from the Soutinest comer of the Southwest quarler (1/4) of the Southeast quarter (1/4) of Section Seventeen (17), Township and Range aforesaid, and running thence North $0^{\circ} 17{ }^{*}$ West 205.20 feet; thence North $89^{\circ} 32^{\prime}$ Easi 246 toct: thence South $0^{\circ} 17^{\prime}$ West 205.20 feet to the center line of indiana State Road No. 218; thence following the center line of said State Road Soutin $89^{\circ} 32^{\prime}$ West 246 feet to the place of theginnitg, conlaining 1.16 acres, more ar less.

ALSO EXCEPTING THEREFROM; Part of the East Half of the West Half of the Southeast Quarter of Section 17, Township 25 North. Range 1 East, Washingion Township. Garroll Counly, Indiana, more fully described as fol ows: COMMENCING at a railroad spike at the southwest corner of the Southeast Quarter of Section 17, Township 25 North, Range 1 East; thence South $89^{\circ} 56^{\prime} 19^{\prime \prime}$ Fasi (USANADB3NN Eas! projection) atong the south tine of said quatter a distance of 6fin. 67 feet lo a masonry nail at the southwest comer of the East Half of the Wesi Half of said Southeasl Quarter and being the PDINT OF BEGINNING; thence North $00^{\circ} 499^{\circ} 02^{\prime \prime}$ East along the west line of the East Half of the West Half of said Southeast Quarter a distance of 205.20 feet to a $5 / 8$ Inch rebar; thence South $89^{\circ} 560^{\circ} 19^{\prime \prime}$ East a distance of 286.00 feet to a $5 / 8$ inch rebar; thence Sculh $00^{\circ} 49^{\circ} 02^{\prime \prime}$ West a distance of 205.20 feel to a mosponry nanl on the souti line of said quarter; finence North $89^{\circ} 56^{\prime} 19^{\prime \prime}$ whest along said south line a distance of 286.00 feet, to the POINT OF BEGINNING, containing 1.347 acres. EXCEPTING THEREFROM a 1.16 acre parcel of Robert E. Scott as deszubed in Deed Record 82, Page 3125 in the Office of the Carroll County Recorder described as baing a tract of land laying in part of the Southwest quarter (1/4) of the Southeast quarter (1/4) of Section Seventeen (17) in Tounship Twenty-five (26) North and Range One \{1) East in Washington Township, Carroll County, Indiana, being more particularly described as follows: Beginning at a point North $89^{\circ} 32^{\circ}$ Fasl 660 teet from the Southwest corner of the Southwest guarter (1/4) of the Scutheast quarter (1/4) of Secticn Seventeen (17), Township and Range aforesaif, and running thence North $0^{\circ} 17$ East 205.20 feel; thence North $89^{\circ} 32^{\prime}$ East 246 feel; thence Soulh $0^{\circ} 17^{\prime}$ West 205.20 feet
 246 feet to the place of beginning. containing 1.16 acres, more of less.

Containing after said exception 0.187 acre, more or less.
ALSO EXCEPTING part of the East half of the Southeast quarter of Seclion 17, iownship 25 Nortin, Range 1 East, Whashington Township, Carroil County, Indiana, more fully described as follows:

Commencing al a ratroad splke al the Southwest conner of the Southeost Quater of Section 17, Township 25 North, Range 1 East; thence South $89^{\circ} 56^{\prime} 19^{\prime \prime}$ Easl (USANAC83/N Eas! projection) atong South line of said quarter a distance of 1321.35 feel to a masonry nail al the Soulhwesl corner of the East hatf of said Scutheast quarter and Eeing the POINT OF BEGINNING; thence Norlh 00"49'19" East along the West line of said East hall a distance of 200.00 feet to a $58^{8}$ inch iron rebar; thence North $82^{\circ} 000^{\prime} 03^{\prime \prime}$ East a distance of 130.00 feet to a $5 / 8$ inch iron rebar, thence North $66^{\circ} 00^{\prime} 00^{\prime \prime}$ East a distance of 165.00 feet to a $55^{\prime} 8$ inch iron rebar, therce South $88^{\prime \prime} 100^{\prime 2} 4^{\prime \prime}$ East a distance of $243 . / 7$ feet to a $\mathrm{S} / 8$ inch rebar; thence South O$)^{\prime \prime} 49^{\prime} 19$ " West a distance of 278.00 feet to a masonry nail of the South line of said quarler; thence North $\mathrm{BS}^{\circ} 56$ ' $1 \mathrm{~S}^{\prime \prime}$ West along sa'd South line a distance of 522.00 feet, to the POINT OF BEGINNING, conlaning 3059 acres

## ALSO EXCEPTING THEREFROM:

A fractional part of the Southeast Quarter (1/4) of Section Severteen (17), Township Twenty-Flve (25) North, Range One (4) East Washinglon Township. Carrol County. Indiana, more fuly desoribed as follows:
Eeginang al a P.K. Nail Set marking the Northeast Comer of the Southeas! Quatter of said Section Severteen, satd Nail lying in County Road 500 East; thence Soulh 00 degrees 00 minules 00 seconds West along the East Line of said foutheast Muarter and along said County Road 500 East a distance of 200.72 feet to a P.K. Nail Set; thence Souln 68 diegrees 30 minutes 40 seconds West, paralled to The North Line of said Sottheast Ouarter, a distance of 208.72 feet to a Pipe Set; thence North 00 degrees 00 minules 00 seconos Fast, parallel to the aforesatd Last Line of said Southeas:
 dhy Counpiny or fis issurag ajeni diat inay be in elegronic Jom
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Page 2 of 3
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## (2) <br> CHICAGO TITLE INSURANCE COMPANY

Quarter and said Counly Road 500 East, a distnace of 208.72 leet to a Pipe Set lying on the aforesaid North Lire of said Southeast Guarter; thence Nortin 89 degrees 30 minutes 40 seconds East along said North Line of said Scultheast Quarter, being an Existing Fence Lime and the extension thereof, a distance of 208.72 feet to the PLACE OF BEGINNING, Enntalning 1,000 ACRFS, more or less.

CHICAGQ-TITLE INSURANGE COMPANY





SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured mus! nothy the Company in writing of the name of any party not referred to in this Comrnitment who will obtain an interest in the Land or who will make a ban on the Land. The Company may then m:ake addilional Rezurements or Exceplions.
2. Pay the agreed amount for the estake or interest to be insured.
3. Pay the premiums, fees, and charges for the Po'icy to the Company.
4. Documents satisfactory to the Company that convey the Tite or create the Martgage to be insured, or both, must be properiy authorked. execulco, delivered, ans recorded in the Puble Records.
5. Instruments necessary to create the estate or inlerest to be trisured must be properly executed, delivered and duly filed for record.
6. Pay the full consideration th, or for the account of the grantors or morigagors.
7. Pay all taxes, charges, assessments, 'evied and assessed against subject premises, which are due and payable.
8. Satisfactory evidence sinuid be had that improvements andior repairs or alterations thereto are complated that conlractor, submontractors, labor and materatmen are ali paid; and have released of retord afd lians or nolice of intent to prefect a lien for labor material
9. The Company must be furnishes with a copy of the Agreement, Indenture or Declaration of Trust of the Sue A. Nipple Living Trust, togrther wilh coptes of any amendments, modifications, or revocations. In the event there have been no arrendments, modifications, or revocations, the Company will require salisfactory evidencen to that effect. At the lime the Company is luriished these items. the Company may make addilionat requirements or exceptions.
10. Trustee's Deed from the Sue A. Nipple Living Trust, an undivited $1 / 3$ inlerest to Grantee, vesting fee simple tille.
11. Warranty Deed from Kay L. Yoder, an undivided $1 / 3$ interest, and Michael E. Scot and, Katherine Scolt, Acey Scott. Toni Mineal, and Karry N. Scoti, an undjuded i/3 interest to Grantee, vesting fee smple litie.
12. NOTE: Indlana izw requires a sales tilsclosure form, pursuant to tc 6-1.1-5.5 to be completed when a conveyance document is filed wilh the counly auditor. The county auditor may not accept a conveyance if (1) the sales disclosure farm is nol included with the conveyance document: or (2) the sates disclosure form is incomplete.
13. Effective July 1, 2006 any documents requiring a preparation statement which are executas ar acknowledged in Indiana must contain the following affimation statement as required by IC 36-2-11-15: I affirm, under the penalties for perjury, that I have laken reasonable care to redact each Social Security number in this dosumenk, Unless required by law. [Sjgn, Print or Type Name]. Said statement must be Iccated at the conclusion of the Instrument and below the name of the person who prepared the instrument.
[^7]
## PRELIMINARY TITLE

14. NOTE: Effective July 1, 2009, IEA 1374 (enacting Indiana Code 27-7-3.7) requires Good Funds for real estate transactions. Funds recejwed from any party to the transaction in an amount of $\$ 10,000$. or more must be in the form of an tricuccable wire Iranster. Funds received Irom any parly in an amounl less than $\$ 10,000$ may be in the form of lirevocable wire transfer, cashier's check, cort|ficd check, check ourawn on the escrow account of another closing agent, or check drawn on the trust account of a licensed real eslaie broker. Personal checks may te accepled, provided the amcunt doas not exceed $\$ 500$.
15. For each policy to be issued as identified in Scinedule A, flem 2; the Company shall not be liable under this commtment until it receives a designation for a Proposed insured, acceptablo to the Company. As provided in Commitment Condition 4, the company may amend this commitment to add, among ofher things, additional exceptions or requirements atter the designation of the Proposed Insured.
[^8]
## PRELIMINARY TITLE

SCHEDULE B, PART II - Exceptlons

Some historical land records contain Discriminatory Govenants that are Itlegat and unenforceable by law. This Commltment and the Pollcy treat any Discriminatory Govenant in a document referenced in Schedrie B as if each Discrfminatory Covenant is redacted, repudlated, removed, and not republished or rectrculated. Only the ramaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or danage restaling from the terms and conditions of any lease or easement identified in Schedute $A$, and will: include the following Exceptions unless cteared to the satisfaction of the Company:

1. Any defect. bien, encumbrance, adverse claim. or other matter that appears for the first lime in the Puelic Records of is crealed, atlaches. or is disclosed between the Commitment Date and the data on which all of the Schedule $B_{1}$ Part I-Requirements are met.
2. Righls or claims of parties in possession not shown by the public records.
3. Easements. or clains of easemen's, not shown by the public recads.
4. Any, encroachment, encumbrance, violation, variation, or adverse circumstance affecling the Title that would te disclosed by an accurate and complele land survey of the Lar.d.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by kaw and not shown by the public records.
6. Taxes or special assessments which are nol shown as existing tiens by the public records.
7. Taxes for the year 2022 payable 2073 are now assessed in the name of Scolt, Michael $\dot{E}$. \& Katherine LE etal

County Parcel No: 014-27011-00 Slate Parce: No 08-08-17-000-011. CD0-019
Taxing Distric: Whashington Township
Briel Legal: E SW 17-25-2 80Ac

Assessed Valuation:
Exemptions:
Land: $\$ 136,900$
Improvensents: $\$ 0.00$
Morlgage: $\$ 0.00$
Homestead: $\$ 0.00$
Homestead Supplemenlal: \$0.00
May 40, 2023 Installment: \$SB5.C6 PAID
November 13, 2023 Inslallment: \$685.06 NOT FAID
County Parcel No.. 014-27011-00 Slate Parcol No: 08-09-17-000-0:1.000-019
Taxing Districl: Washinglon Township
Brief Legal: E SW 17-25-2 8CAc, - Scotl Family
May 10,2023 Installment $\$ 120,00$ PAID
November 13, 2023 Inslallment: $\$ 120.00$ NOT PAID

[^9][^10]
# CHICAGO TITLE INSURANCE COMPANY 

| County Parcel No.: 014-27013-00Taxing District: Washingten Township |  |
| :---: | :---: |
|  |  |
| Brief Legal: Pt SE 17-25-1 114.60Ac |  |
| Assessed Valuation: | Lano: \$183,000 |
|  | Improvements: \$0.00 |
| Exemptions: | Morlgage: $\$ 0.00$ |
|  | Homestead: $\$ 0.00$ |
|  | Hombestead Supplemerital: \$0.00 |
| May 10, 2023 Installment: $\$ 945.78$ PAID |  |
| November 13, 2023 Installment: \$945.78 NOT PAID |  |
| Counly Parcel No.: 014.27013-00 | State Parcel No; 08-08-17-000-053.000-019 |
| Taxtrig Distrlet: Whashinglon Townsh:p |  |
| Bras Legal: Pt SE 17-25-1 114.60/4c - Scott Family |  |
| May 10, 2023 Instaliment: $\$ 161.56$ PAiD |  |
| November 13, 2023 Installment: 181.56 NOT PAlb |  |
| Counly Parcel No.; 014-27013-00 | State Parcel No: 08-08-i7-000-013.000-019 |
| Taxing District: Washinglon Townst |  |
| Brief Legal: Pt SE 17-25-1 114.60A | - S/MSEward \#109 |
| Vay to, 2023 installment- \$69,69 | Pald |
| November 13, 2023 Installment \$ | .69 NOT PAID |

Taxes for the year 2023 payabte in the year 2024 are now a lien but which are no: currently duc and payable.
NOTE: The real estate tax and special assessment information set out above was taken from the White County Treasurer's computer system on Ite date searched. This information, while believed to be accurate, at this time is subject to change without notice. Neilher the Company nor its agent assumes or accepts any responsibilily for loss, damage, cost or expense due to any change in the information reflected above. This Commitment andfor Policy does not insure the accuracy of the lax and special assessment information.
6. Apparent easement for utilites as evidenced by utility lines aleng the South side of the property as shown on Carroll County gls.
9. Rights of the public, the State of Indiana, and Coundy of White and the muncipalily, and others entided thereto, in and to that part of lise land taken or used for road purposes.
10. Possible municipal assessments, sewer use charges andtor impast fees levied by loca: government authonly.
11. Leases. grants, exceptions or reservations of minerak or mineral rights. appearling in the public records.
12. Liers, if any, on the growing crops on the land.
13. Subject to teriants rights, if any.
14. Subject to the riçh of way for State Road 218.
15. Neilher this poltcy nor any endorsement covers ary loss or damage arising from any allegation that the use of the Land lacks compliance with covenants, conditons or restrictions or fecteral or state law or ordinance regarding the culfivation or production of hemp.

[^11][^12]16. Minerals of whatsoever kind, subsurface and surface subslarices, including but not limited to coal, lignite, oil, tुas. yranium, clay. rock, sand and gravel in. on, under and that may be produced from the Land, together with all right. privileges, and immunities pelating thereto, whether or ot appearing in the Public Records or listed in Schedule B. The Compary makes no representation as to the present ownership of any such interest. There may be leases, grants, exceptions or reservations of interest that are nol listed.
17. Applicable zoning ordinences.
16. Indiana Code 8-1-26, effecive January 1, 1991, provides tor the recordation of a Nolice of Underground Facillies. The proposed Insured is invtled to mate inquiry of all oporators of such faciities if the possibility of underground facilities is of concem to the Proposed lisured. No scarch has been made for Nolices of Underground Facilitien which may have been recurded. By calling 800-382-5544, most, but not al; operators can be nolifled of the need to provide kocation informalion.
19. Judgment search for 10 years past has been made vs. Kay L. Yoder and none found.
20. Judgment search for 10 years past has been made vs the Sue A. Nipple Living Trust and nane found.
21. Judgment search for 10 years past has becn made vs. Michael E. Scolt and none found.
22. Judgment search for 10 years past has been made vs. Katherine scott and none found.
23. Judgment seanch for 10 yaars past has been made vs. Acey Scolt and none found.
24. Jidgment search for $\mathbf{1 0}$ years past has been made vs. Ton: M. Neal and none found.
25. dudgment search for 10 years past has been made vs. Karry N. Scotl and none found.




# CHICAGO TITLE INSURANCE COMPANY 

## NOTICE TO POLJCYHOLDERS

Questions regardíng your policy or coverage should be directed to:

Chicago Titte Insurance Company
(800) 229.3310

X1182

If you
(a) need the assistance of the governmental agency that regulates insurance;

от
(b) have a complaint you have been unable to resolve with your insurer you may Contact the Department of Insurance by mail, telephone or e-mail:

State of Indiana Department of Insurance
Consumer Services Division
311 West Washington Streel, Suite 300
Indianapolis, Indiana 46204

Consumer Holline: (800) 622-4461; (317) 232-2395

Complaints can be filed electronically at www.in.gowidoi

## PRELIMINARY TITLE

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1,2020
Fidelity National Financial, Inc. and its majarity owned subsidiary compenias (collectively, "FNE." "our," or "we") respect and are commilted to protecting your privacy. This Privacy Nolice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disciosure of that information.

A limited number of FNF subsidiaries have lheir own privacy nolices, If a subsidiary has its own privacy notice. the prlyacy notice will he available on the subsidiary s website and this Privacy Notice does not apply.

## Colboction of Personal Information

FNF may collecl the following calegorics of Personai Information:

- contact information (e.g., name, addoress, phonc rumber, email address):
- demographic imformalion (e.y., dale of cirth. gender, marital stalus),
- identity information ( $0 . g$. Social Security Number, driver's license, passport, or othor government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information needed to provide products or services to you.

We may collect Personal Information about you front:

- information we recejve from you or your agenl;
- information aboul your transackions with FNF, our affiliates, or othets; and
- information we recaive from consumer reporting agencies andfor governmental entities. ellher directly from Ihese antities of through otners.


## Collection of Browsing Information

FNF aillomattcally coltects the the following types of Browsing Irformation when you access an FNF websile, online service, or application (each an "FNF Website") From your Internet browser, computer, andfor device:

- Internet Protocol $\ddagger|\mathrm{P}\rangle$ address and operating system;
- browser version, language, and type;
- domain name system request; and
- browsing history on the FNF Website, such os date and lime of your wisit to the FNF Webs!le and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. whe use Browsing Information for system administration, Iroubleshooling, fraud fnvestgation, and to improve our websites. Browsing Information generally dces not revea. anything personal aboul you, though If you have created a user account for an FNF weisite and are logged into thal account. He FNF Websile may be able to thik cortain browsing activity to yous user account.

## Othor Ontline Specifics

Cookies. When you vistt an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piese of data that is sent to your Irternel browser trom a web sever and slored on your computer's hard drive. Information gathered using cookies helps us rmprove your user experience. For example, a dookle can help the website toad properify or can customize the display paga based on your browser lype and user preferences. You can choose whether or not to accept ccokies by changing your Internet browser settings. Be aware that doing so may impair or limil some functionality of the FNF Wedsite.

Whep Beacons, We use web beacons to determine when and how many times a pagc has been viewed. This information is used to improve our websites.

Do Not Track, Currently our FNF Whebstles to not iespond to "Do Nol Track" fealures enabled through your browser.
Links to Oltrer Siles, FNF Websites may contain links to uraffiliated third-party websites. FNF is not resconsible for the privacy practices or conlent of those wabsites we recommend that you read line privacy policy of every website you visit.

## PRELIMINARY TITLE

## Use of Personal Information

FNF uses Personal Information for tiree main ourposes.

- To provide producls and services to you or in connection wilt a trarsactoon invotving you.
- To improve our products and services.
- To communicate with you about our, our affiliates'. and others' products and services, jointiy or independently.


## When Intormation Is_Disclosed

We may disclose your Persortal Information and Browsing Information in the following circumstances:

- To enable us to detect or prevent criminal activity, fraud, material misrepresentalion, or nondisclosure:
- Io nothaffilatad service provders who provide or perform services or functions on otr behalf and who agree to use the information oniy to provide such services or funclions;
- Io mona!filiated third party service providers with whon we parform joint marketing, pursuant io an agremment with them to paintly market financial products or services to yous;
- Io law enforcement or authcrities in connection wath an invesligation, or in response to a subporna or court order; or
- in the good-faith belief that such disclosure is necessary to comply wilth legal procoss or applicable faws, or to protect the rights, propenty, or sately of FNF, its customers, or the public.

The law does not require your prior aulhorizaliminand does not allow you to restrkt the disclosures described above. Additionally, we may disclose your infermation to lhird parlies for whon you have given us authorizalion or consent to make such disctosure. We do not olherwise share your Parsonal information or Browsing Information with nenaffiliated Ihird parties, except as requred or permitted by law. We do share Personal Information among affinates (other companies owned by FNFF to directly market to you. Please see 'Chaices with Your Information' to leam how' lo restrict that sharing.

We reserve the right to transfor your Personal Information, Fiowsing Information, and any other irformation, in connection wilh the sale or other disposilion of all or part of the FNF business andfor assets, or in the event of bankruptey, reorganization. insoNency, receivership, of an assignment for the benefil of creditoms. By submitting Personal information andfor Browsing Information io FNF. you expressly agree and consent to the use andor transfer of the foregoing informalion in conrection with any of the above described proceedings.

## Socurity of Your Information

Whe maintain physical, electronic, and procedural sareguards to guard your Personal Informalion.

## Cholees With Yout Information

If you do not want FNF to shase your information with our aftillates to difeclly market to you, you may send an "opt out" recjuest by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal information with nonaffiliales for thes use to direct markel to you.

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For Noyzda_Residents: You may be ploced on our internal Do Not Call Lisl by calling ${ }_{4}^{f 886)} 934-3354$ or by conlacting us wia the information set forth at the end of this Privacy Notice. Nevada law requires thal we also provike you with the following confact information: Bureau of Consumer Prolection, Oftice of the Nevada Atorncy General, 555 E Whashinglon St., Suite 3900. Las Vegas, NV 89101; Phone number: $\ddagger 702$ ) 486-3132; email: BCPlNFOGag statemus.

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## PRELIMINARY TITLE

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## intermational Users

FNF's headquarters is localed within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may leansfer that information outside of your country of residence. By providing FNF with your Personal Information andfor Browsing Information, you consent to our cotlection. transfer. and use of such information in accurdance with this Pivacy Nobice.

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## Accossing and Correcting Information: Contact Us

If you nave questions, would like lo access or correcl your Personal Information, or want to opt-out of informalion sharing for althizte merketing, send your rectests to privacy(oinf.cson. by phone to (888) 934 -3354, or by mail to:

Fidelity National Financial, Inc.<br>601 Riverside Avenue.<br>Jacksanville, Florida 32204<br>Alto: Chief Privacy Officer



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