# 101.6£ Acres

Offered in 2 Tracts

# LAND AUCHION

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

# TITEORIATION BOOKLET

# Tuesday, August 15<sup>th</sup> at 6:00 PM EST

Auction held at Wabash & Erie Canal Center in Delphi, IN



800.451.2709

Schrader Auction.com

### **DISCLAIMER:**

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

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

## **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 REAL ESTATE & AUCTION CO., INC.**

950 N. Liberty Dr., Columbia City, IN 46725 260-244-7606 or 800-451-2709 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± 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.

**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 tenant'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.

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## For Information Call Auction Managers: AUCTION MANAGERS: Jim Hayworth, 765-427-1913 and Todd Freeman, 765-414-1863



# **REGISTRATION FORMS**

### BIDDER PRE-REGISTRATION FORM

### TUESDAY, AUGUST 15, 2023 194.6± 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 <u>auctions@schraderauction.com</u> 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) 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? $\square$ Brochure $\square$ Newspaper $\square$ Signs $\square$ Internet $\square$ Radio $\square$ TV $\square$ Friend Other WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS? ☐ Regular Mail ☐ E-Mail E-Mail address: ☐ Ranch ☐ Timber ☐ Recreational ☐ Building Sites ☐ Tillable ☐ Pasture 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 194.6± 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.

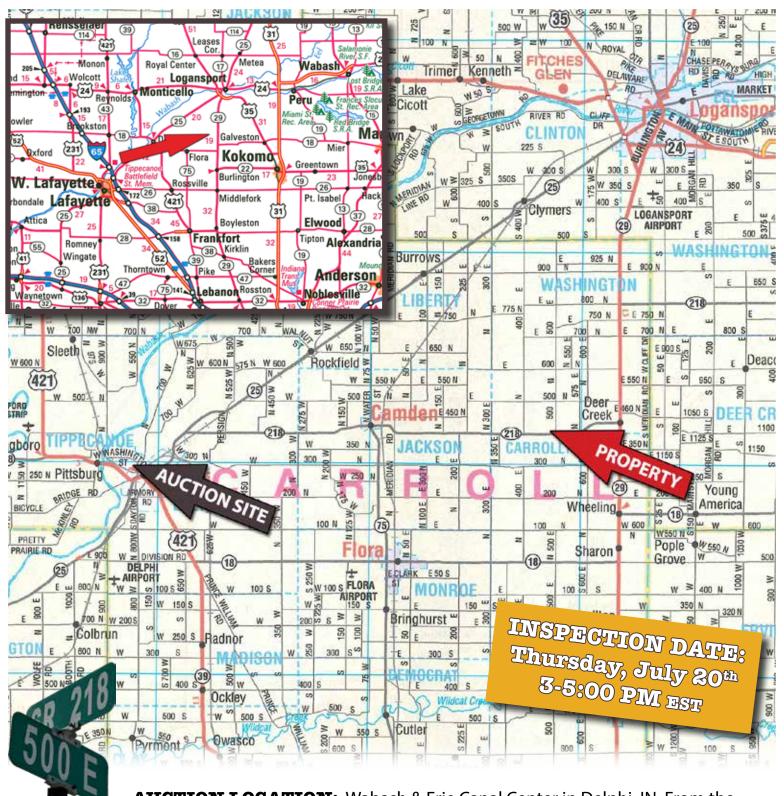
As the registered bidder, I hereby agree to the following statements:

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 \$ 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.

(This for return of your deposit money). My bank name, address and phone number is:	7.	My bank routing number is and bank account number is
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 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		(This for return of your deposit money). My bank name, address and phone number is:
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 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		
& 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:  Thank you for your cooperation. We hope your online bidding experience is satisfying and	8.	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 <i>in lieu of actually attending the auction</i> as a personal convenience to
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	9.	& Auction Co., Inc. by 4:00 PM, Tuesday, August 8, 2023. Send your deposit and return this
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	I under	rstand and agree to the above statements.
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	Registo	ered Bidder's signature Date
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	Printed	d Name
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	This d	ocument must be completed in full.
Thank you for your cooperation. We hope your online bidding experience is satisfying and	-	
	E-mail	address of registered bidder:
kevin@schraderauction.com or call Kevin Jordan at 260-244-7606.	conver	nient. If you have any comments or suggestions, please send them to:

# LOCATION & AERIAL TRACT MAPS

### **LOCATION MAP**



**AUCTION 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 INFORMATION:

**TRACT #1: 80± ACRE** of land with 75.4 acres tillable and approx. 4.3± acres in woods and balance in road frontage. This tract has excellent soils and highly tillable.

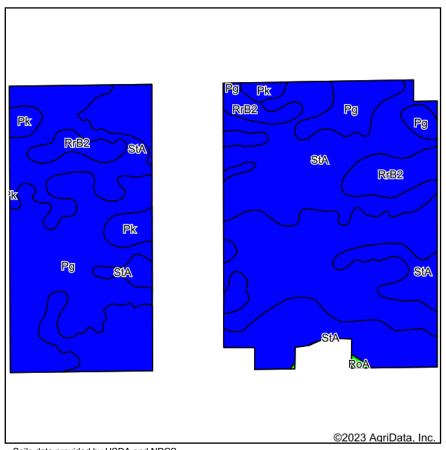
**TRACT #2: 114.6± ACRE** parcel of land with 108.45 tillable. This tract has approx. 5.75 acre in woods and the balance in road frontage.

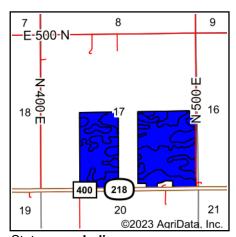
**NOTE:** #117 Scott Family Drain Reconstruction was constructed in the fall of 2014. The Scott Family Farm installed a farm tile starting just east of CR400E, over CR500E and across to SR 218. The tile starts out as a 15"-18" to 24" at the intersection of CR500E and SR 218. The family has stated to us that the tile cost in 2014 was \$100.000.



# SOIL INFORMATION

## **SOIL MAP**





State: Indiana
County: Carroll
Location: 17-25N-1E
Township: Washington

Acres: **195.89**Date: **4/27/2023** 





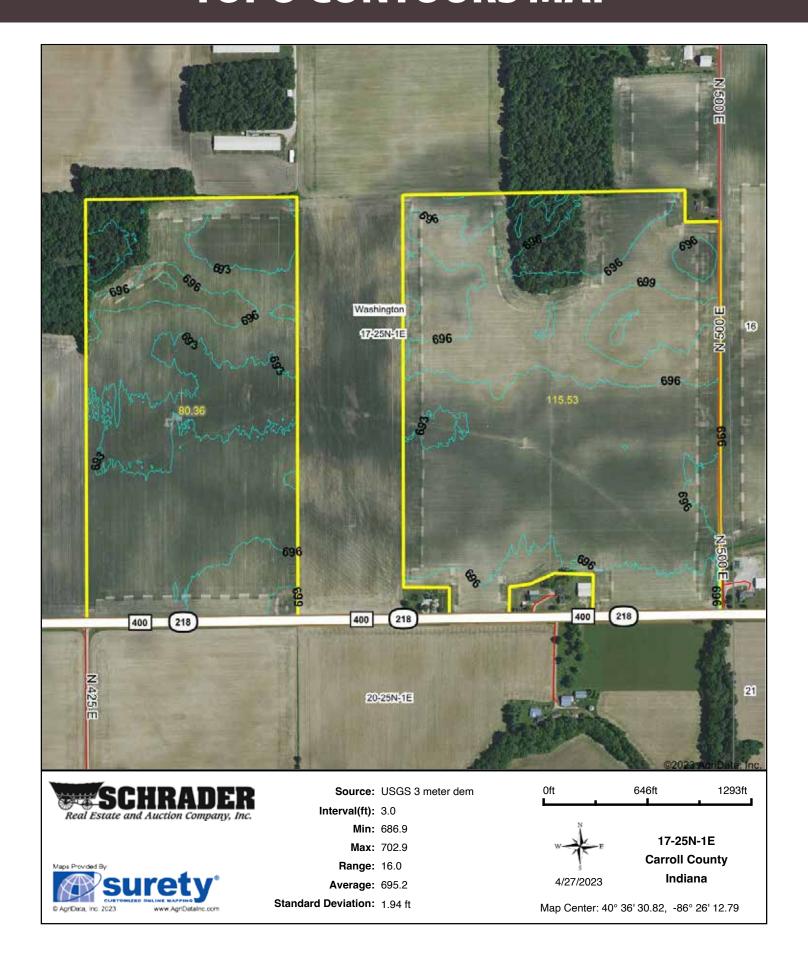


Soils data provided by USDA and NRCS.

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

Soils data provided by USDA and NRCS.

## **TOPO CONTOURS MAP**





HILIMIAM 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 PM CST

Crop Year: 2023

Operator Name

CRP Contract Number(s)

Recon ID

Transferred From

ARCPLC G/I/F Eligibility

: None

: None : None

: Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number 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

Crop Election Choice

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

DCP Crop Data

	DOI GIOP Data		
Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
124.00	0.00	144	
53.60	0.00	57	
	124.00	124.00 0.00	124.00 0.00 144

TOTAL

177.60

0.00

NOTES

Tract Number

Description

: L5 B1 SEC 17 T25N R1E WASHINGTON TWP

**FSA Physical Location ANSI Physical Location**  : INDIANA/CARROLL : INDIANA/CARROLL

BIA Unit Range Number

**HEL Status** 

: NHEL: No agricultural commodity planted on undetermined fields

Wetland Status

: Tract does not contain a wetland

WL Violations

: None

Owners

Other Producers

2

Recon ID

: None

THE RESERVE OF THE PERSON NAMED IN		
Tract	Land	Data
HIGH	Lanu	Data

rract cand bald									
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		

INDIANA CARROLL

Form: FSA-156EZ



United States Department of Agriculture Farm Service Agency

FARM: 1373

Prepared: 6/12/23 2:34 PM CST

Crop Year: 2023

### Tract 1807 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	75.40	0.00	0.00	0.00	0.00	0.00

Abbreviated 156 Farm Record

### **DCP Crop Data**

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	51.30	0.00	144
Soybeans	22.20	0.00	57

TOTAL 73.50 0.00

### NOTES

Tract Number : 1809

Description : L5 B1 SEC 17 T25N R1E WASHINGTON TWP

FSA Physical Location : INDIANA/CARROLL ANSI Physical Location : INDIANA/CARROLL

BIA Unit Range Number

**HEL Status** 

: NHEL: No agricultural commodity planted on undetermined fields

Wetland Status : Tract does not contain a wetland

WL Violations : None

Owners Other Producers Recon ID

: None

Tract	and	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

### NOTES

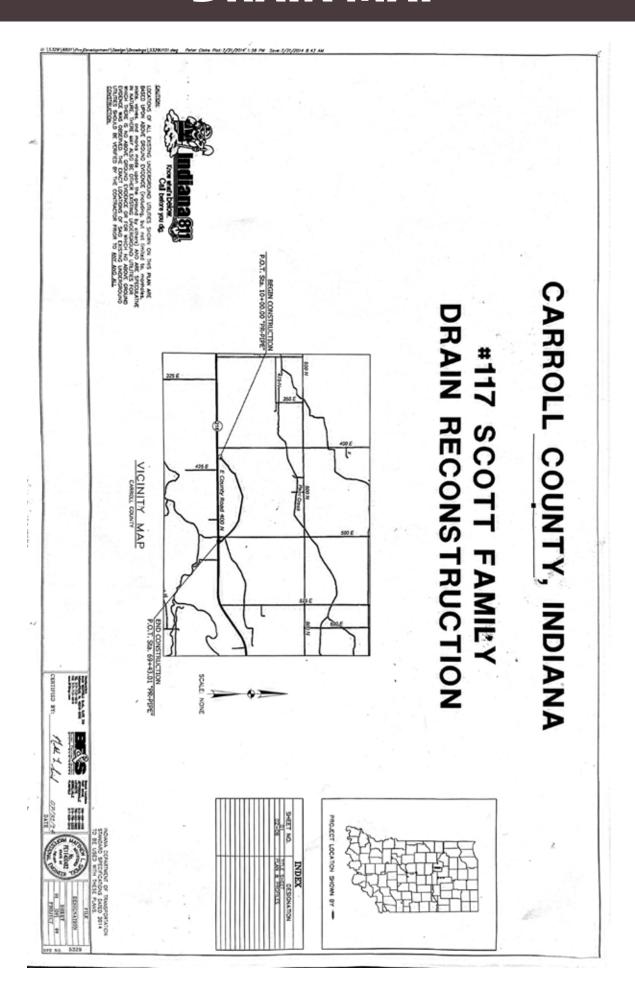


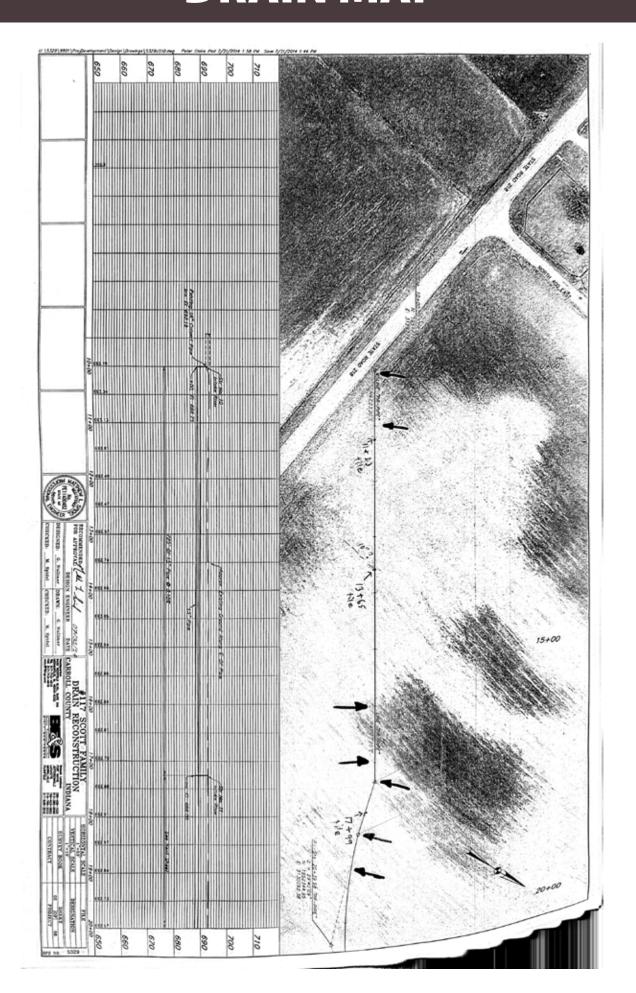
accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FS.

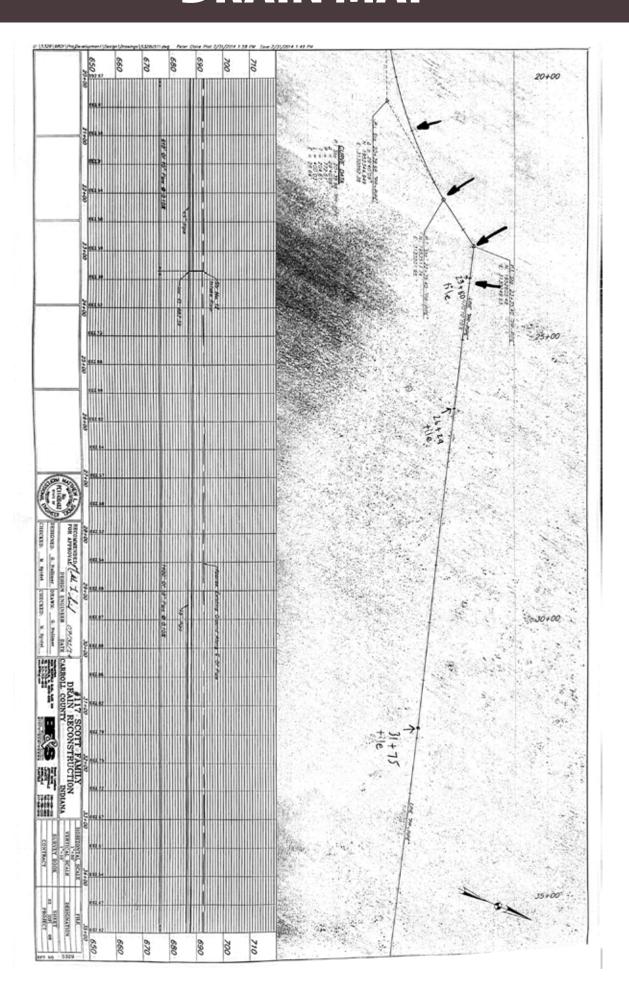
rograms. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCS

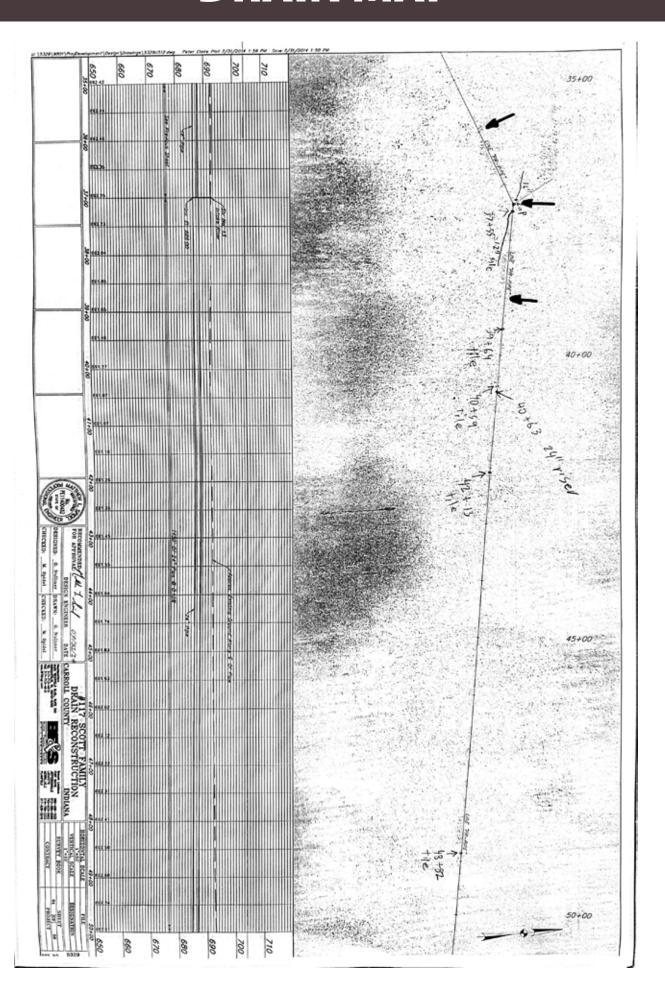


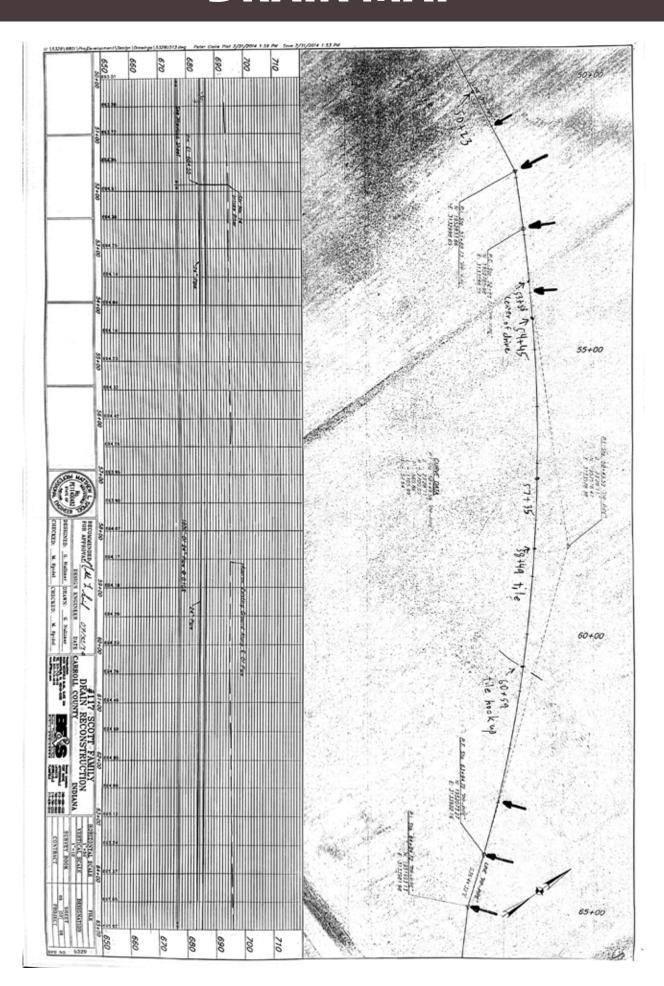


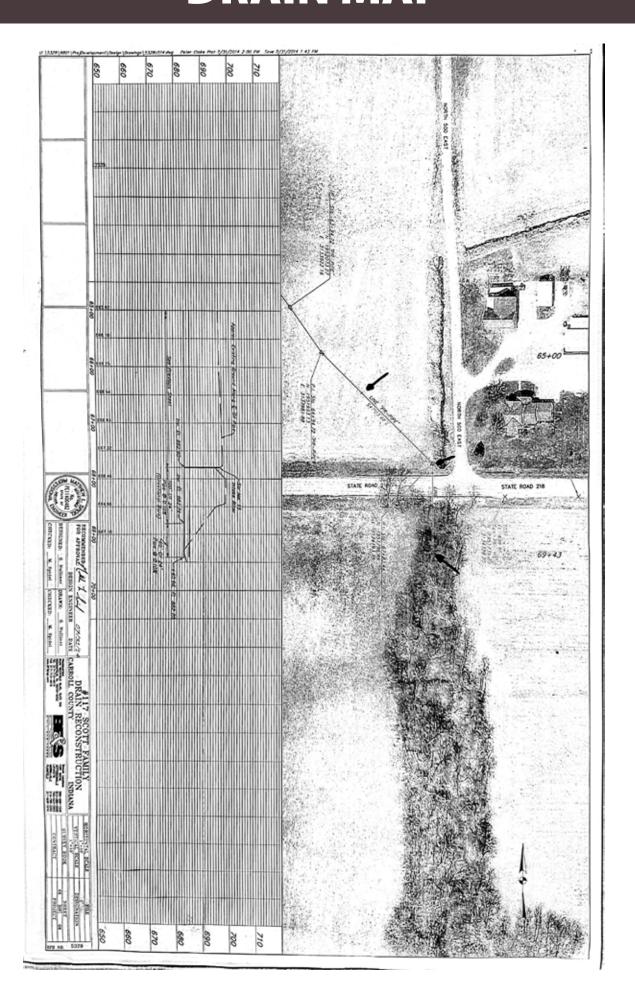














# TAX INFORMATION

# TAX INFORMATION

Zoning: 1 (4) TILLABLE LAND Legal Acres: 2 (4) TILLABLE LAND 80.0000 3 (4) TILLABLE LAND Admin Legal 4 (4) TILLABLE LAND 80.0000 6 (6) WOODLAND 80.0000 6 (82) PUBLIC ROAD/ROW	r Road:	Public Utilities: Electric	Topography: Level	Site Description	Routing Number 08-17-000-019	District 019 Washington Township Section & Plat 17	Corporation N	014	TAXING DISTRICT INFORMATION  Jurisdiction 8 Carroll County	Property Class 100 Agri Vacant land	Neighborhood 1414001 Washington Township Homesites	Property Address E St Rd 218	Parent Parcel Number	08-08-17-000-011.000-019	ADMINISTRATIVE INFORMATION	9
LAND Pg 41.9790 LAND Pk 2.8880 LAND RrB2 3.6310 LAND STA 26.2500 Pk 1.7070 NOAD/ROW ODA 0.7630	Rating Measured Table Soil ID Acreage -or- Actual Effective Effective Frontage Frontage Depth		True Tax Value B 5200 T 174100			hip Reason for Change 4Y Reval	Assessment Year 01/01/2017 0		AUNICULIUNAL	VCDICITI TI	σ		014-27011-00 E SW 17-25-1 80 AC	3936 E State Rd 218 Camden, IN 46917 USA	OWNERSHIP - Deeded Owner  Scott, Michael E & Katherine LE ETAL	E & Katherine LE
1.28 1.28 1.28 1.25 1.00	Prod. Factor -or- Depth Factor -or- Square Feet	LAND	5600 152600	147000	147000	4Y Reval	01/01/2018 0	<	NAL						Tax ID 0142701100	ETAL
1900.00 243 1900.00 243 1900.00 178 1900.00 213 1900.00 243 1900.00 218 1900.00 190	Base Adjust Rate Rate	DATA AND CALCULATIONS	0 142400	142400	142400	4Y Reval	01/01/2019 0	VALUATION RECORD		01/20/201/	01/00/00/00/00/00/00/00/00/00/00/00/00/0	08/28/2017	04/25/2022	Date	TRANSFER OF	E St Rd 218
2432.00 2432.00 2785.00 2785.00 2785.00 2432.00 1900.00	ced Extended Value	LCULATIONS	0 116800	116800	116800	4Y Reval	01/01/2020	ORD	•	I-Invalid Bk/Pq: 2017, 215	I-Invalid Bk/Pg: 2017, 2714	I-Invalid Bk/Pg: 2022, Scott, Robert E I	Scott, Michael		OWNERSHIP P	
102090 7020 6480 57360 4150 0 -80% 6080 0 -80% 11450 0 -100%	Influence Factor		0 117800	117800	117800	4Y Reval	01/01/2021			.d .d .17, 215	d 117, 2714	.d 122, 1363 E IT	L E ETAL		Printed 04/19/2023 card No. 1	
	ence		0 136900	136900	136900	4Y Reval	01/01/2022								123 Card No. 1	
102090 7020 6480 57360 830 1220	Value		0 175000	175000	175000	4Y Reval	01/01/2023			ć	n O	\$0	\$0		of 1	

15RS: 2015 REASSESSMENT REMOVE FLCONC; CRIBDT & TSAW IN FAIR 19RS: 2019 REASSESSMENT 11/27/2018
T3AW IN FAIR 11/27/2018
COND 12/10/2014

TRUE TAX VALUE Supplemental Cards

Supplemental Cards

## TAX INFORMATION

Street or Road: Paved Public Utilities: Electric Topography: Level

Neighborhood:

Admin Legal 114.6000 Legal Acres: 114.6000 Zoning:

ADMINISTRATIVE INFORMATION	08-08-17-000-013.000-019
	Scott,

PARCEL NUMBER 08-08-17-000-013.000-019

Parent Parcel Number

# t, Michael E & Katherine LE ETAL - Deeded Owner

Scott, Michael E & Katherine LE ETAL 3936 E State Rd 218 Camden, IN 46917 USA

014-27013-00 PT SE 17-25-1 114.60 AC

# E SR 218

# Printed 04/19/2023 card No. 1

of 1

# Tax ID 0142701300 TRANSFER OF OWNERSHIP

# 04/25/2022 Date

# Scott, Michael E ETAL I-Invalid

# Bk/Pg: 2022, 1363 Scott, Robert E IT I-Invalid

# 10/16/2017

# Bk/Pg: 2017, 3286 Scott, Robert E Irrevocable Trust I-Invalid

# 08/28/2017

\$0 \$0 \$0

# Bk/Pg: 2017, 2714

AGRICULTURAL

Property Class 100 Agri Vac

Agri Vacant land

TAXING DISTRICT INFORMATION

Routing Number 08-17-000-024

Site Description

Section & Plat 17

019 z 014

Corporation Jurisdiction

Washington

Assessment Year

01/01/2017

01/01/2018

01/01/2019

01/01/2020

01/01/2021

01/01/2022

01/01/2023

Carroll County

Neighborhood 1414001 Washington Township Homesites

Property Address E SR 218

# VALUATION RECORD

I LAND TYPE  2 (4) TILLABLE LAND 3 (4) TILLABLE LAND 4 (4) TILLABLE LAND 5 (4) TILLABLE LAND 6 (4) TILLABLE LAND 7 (5) NONTILLABLE LAND 8 (5) NONTILLABLE LAND 9 (6) WOODLAND 10 (6) WOODLAND 11 (6) WOODLAND	Washington Township 7-000-024
Prontage Fr Prontage Fr PR PR ROA ROA ROA ROA ROA ROA ROA ROA ROA STA ROA STA ROA STA ROA STA ROA STA ODA	Reason for Change VALUATION Appraised Value VALUATION True Tax Value  Rating Soir Orr
Effective Effective Frontage Depth  43 8260 1.5260 1.5260 0.3190 10.1800 48.5660 0.0180 1.6820 1.6820 1.69750 0.2010 3.5090 2.7980	4Y Reval 1 254800 B 126000 T 380800 I 254800 I 254800 I 380800 T 380800 T 380800 T 380800 T Table
Squa	4Y Reval 202700 0 202700 202700 202700 202700 LAND Prod. Factor Death Factor
Base Rate 1900.00 1900.00 1900.00 1900.00 1900.00 1900.00 1900.00 1900.00 1900.00 1900.00 1900.00	
Rate Rate 2432.00 2432.00 1786.00 1786.00 1786.00 2185.00 2185.00 2185.00 2185.00 2185.00 2185.00 2185.00	4Y Reval 4Y Reval 196400 161200 0 0 196400 161200 196400 161200 0 0 196400 161200 0 196400 161200 DATA AND CALCULATIONS
Value  Value  106580 3710 3710 18180 106120 3680 0 - 4800 7670 7670 0 - 5320 0 -1	162500 0 162500 0 162500 0 162500 0 162500 0 162500 0 162500
Factor  Factor  -60% -60% -80%	4y Reval 189000 0 189000 189000 189000 189000
Value  106580 3710 620 18180 106120 1470 960 70 1530	4Y Reval 239300 0 239300 239300 239300 239300 239300

# 1588: 2015 REASSESSMENT 12/10/2014 RAISE GRADE OF DML TO C 12/10/2014 16SP: 2016 SPLIT 0.187 AC TO 14-27-24 12/3/2015 18SP: 2018 SPLIT 18SP: 2018 SPLIT 19.3059 AC & IMP TO 14-27-25 8/10/2017

5 REASSESSMENT DE OF DWL TO C	12/10/2014
DE OF DWL TO C	12/10/2014
6 SPLIT	
ro 14-27-24 1	12/3/2015

TRUE TAX VALUE

239250

Supplemental Cards

100



# PRELIMINARY TITLE

### **PRELIMINARY TITLE**



## ALTA COMMITMENT FOR TITLE INSURANCE issued by CHICAGO 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, Chicago 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been mei within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

CHICAGO TITLE INSURANCE COMPANY

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This page is only a part of a 2021 ACTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not votel without the Notice, the Commitment to Issue Popey, the Commitment Conditions; Schedule A: Schedule B. Part II - Requirements, and Schedule B. Part II - Exceptions; and a counter-signature by the Company or its issuing ugant that may be in electionic form.

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Page 1 of 4

ALTA Commitment for Title Insurance (7-1-21)





## CHICAGO TITLE INSURANCE COMPANY

### COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other tegally protected class.
- "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedulo A, nor any right, title, interest, estate, or easement in any abutting streat, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. I'he term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puorto Rico, the U.S. Virgin Islands, and Guam.
- j. 'Title': The estate or interest in the Land identified in Item 3 of Schedule A.
- If all of the Schedule 8, 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;
  - the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A:
  - Schedule B, Part I Requirements;
  - Schedule 8, 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 of 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 is not liable for any other amendment to this Commitment.

This page is only a part of a 2021 ALTAR Commitment for Title Insurance issued by Chicago Trie Insurance Company. This Commitment is not velet indicate the Nestee, the Commitment to issue Policy; the Commitment Conditions, Schedule B. Part II - Requirements; and Schedule B. Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic term.

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Page 2 of 4

ALTA Commitment for Title Insurance (7-1-21)





## CHICAGO TITLE INSURANCE COMPANY

### 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is timited 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:
  - comply with the Schedule B, Part I Requirements;
  - 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 is not 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 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 liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- The Company is not liable for the content of the Transaction Identification Data, if any.
- The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule 8, Part I—Requirements have been met to the satisfaction of the Company.
- The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

### LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT, CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment, Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as test 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.
- 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

### IF THIS COMMITMENT IS 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 closing, settlement, escrow, or any other purpose.

### PRO-FORMA POLICY

The Company may provide, at the requtest 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.

### CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

## 10. CLASS ACTION

This page is only a part of a 2021 ALTAO Commitment for this lastrance issued by Chicago Title Insurance Company. This Commitment is not valid subsect the Molice; the Commitment to issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-alignentine by the Company of its lessing agent that may be in electronic form.

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Page 3 of 4

ALTA Commitment for Tilio Insurance (7-1-21)





## CHICAGO TITLE INSURANCE COMPANY

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

### 11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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 <a href="http://www.alta.org/arbitration">http://www.alta.org/arbitration</a>.

This page is only a part of a 2004 ALTAS Commitment for Tirto Insurance issued by Chleago Title Insurance Company. This Commitment is not valid wetcome the Models the Commitment to Issue Poricy; the Commitment Conditions; Schedulo A; Schodulo B, Part II. Hequirements; and Schedulo B, Part II. Exceptions; and a counter-signature by the Company or its Issuing agent that may be in electronic form.

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Page 4 of 4

ALTA Commitment for Title Insurance (7-1-21)



AMERICAN



Transaction Identification Date, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: White County Abstract & Title Co.

Issuing Office: 111 W. Broadway, P.O. Box 653, Monticello, IN 47980

Issuing Office's ALTA® Registry ID: 1068503

Loan ID Number.

Commitment Number: 237-7 Issuing Office File Number: 237-7

Property Address. E St Rd 218, Camden, IN 46917

Revision Number:

### SCHEDULE A

Commitment Date: July 10, 2023 at 8:00 A.M.

2. Policy to be issued:

(a) 2021 ALTA® Owner's Policy

Proposed Insured: Kay L. Yoder, an undivided 1/3 interest, the Suc A. Nipple Living Trust, an undivided 1/3

interest, Michael E. Scott and, Katherine Scott, Acey Scott, Toni M. Neal, and Karry N. Scott,

an undivided 1/3 interest or designee

Proposed Amount of Insurance: \$ 100,000.00 The estate or interest to be insured. Fee Simple

(b) 2021 ALTA® Loan Policy Proposed Insured: Lender Proposed Amount of Insurance \$ The estate or interest to be insured:

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4 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. Scott, Katherine Scott. Acey Scott, Toni M. Neal, and Karry N. Scott, 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 26 North, Range 1 East, containing 80 acres, more or less.

The East Half (1/2) of the South East Quarter (1/4) of Section Seventeen (17) in Township Twenty-Five (25) North, Range One (1) East, containing eighty (80) acres, more or less,

Also, the East Half (1/2) of the West Half (1/2) of the South East quarter (1/4) of said Section Seventeen (17), Township Twenty-Five (25) North, Range One (1) East, containing forty (40) acres, more or less

This page is only a god of a 2021 ALTAD Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not votid mutout the Notice: the Commitment to Issue Policy, the Commitment Conditions, Schedule A; Schedule B, Part I - Regulements; and Schedule B, Part II - Exceptions: and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Page 1 of 3

At TA Commitment for Title Insurance (7-1-21)
Schedule A

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File No. 237-7

# CHICAGO TITLE INSURANCE COMPANY

EXCEPTING THEREFROM a tract of land laying in part of the Southwest quarter (1/4) of the Southeast quarter (1/4) of Section Seventeen (17) in Township Twenty-five (25) North and Range One (1) East, more particularly described as follows: Beginning at a point North 89°32' East 660 feet from the Southwest corner of the Southwest quarter (1/4) of the Southeast quarter (1/4) of Section Seventeen (17), Township and Range aforesaid, and running thence North 8°17' West 205.20 feet; thence North 89°32' East 246 feet; thence South 0°17' West 205.20 feet to the center line of Indiana State Road No. 218; thence following the center line of said State Road South 89°32' West 246 feet to the place of beginning, containing 1.16 acres, more or 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, Washington Township, Carroll County, Indiana, more fully described as follows: COMMENCING at a railroad spike at the southwest corner of the Southeast Quarter of Section 17. Township 25 North, Range 1 East; thence South 69°56'19" East (USA/NAD83/IN East projection) along the south tine of said quarter a distance of 660.67 feet to a masonry nail at the southwest corner of the East Half of the West Half of said Southeast Quarter and being the POINT OF BEGINNING; thence North 00°49'02" 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°56'19" East a distance of 286.00 feet to a 5/8 inch rebar; thence South 00°49'02" West a distance of 205.20 feet to a masonry gail on the south line of said quarter; thence North 89°56′19″ West 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 parcet of Robert E. Scott as described in Deed Record 82, Page 3125 in the Office of the Carroll County Recorder described as being a tract of land laying in part of the Southwest quarter (1/4) of the Southeast quarter (1/4) of Section Seventeen (17) in Township. Twenty-five (25) North and Range One (1) East in Washington Township, Carroll County, Indiana, being more particularly described as follows: Beginning at a point North 89°32' East 660 feet from the Southwest corner of the Southwest quarter (1/4) of the Southeast quarter (1/4) of Section Seventeen (17), Township and Range aforesaid, and running thence North 6°17' East 205.20 feet; thence North 89°32' East 246 feet; thence South 0°17' West 205.20 feet to the center line of Indiana State Road No. 218; thence following the center line of said State Road South 89°32' West 246 feet to the place of beginning, containing 1.16 acres, more or less.

Containing after said exception 0.187 acre, more or less.

ALSO EXCEPTING part of the East half of the Southeast quarter of Section 17, Township 25 North, Range 1 East, Washington Township, Carroll County, Indiana, more fully described as follows:

Commencing at a ratiroad spike at the Southwest corner of the Southeast Quarter of Section 17, Township 25 North, Range 1 East; thence South 89°56'19" East (USA/NAD83/IN East projection) along South line of said quarter a distance of 1321.35 feet to a masonry nail at the Southwest corner of the East half of said Southeast quarter and being the POINT OF BEGINNING; thence North 00°49'19" East along the West line of said East half a distance of 200.00 feet to a 5/8 inch iron rebar; thence North 82°00'00" East a distance of 130.00 feet to a 5/8 inch iron rebar; thence North 66°00'00" East a distance of 165.00 feet to a 5/8 inch iron rebar; thence South 00°49'19" West a distance of 278.00 feet to a masonry nail on the South line of said quarter; thence North 88°56'19" West along said South line a distance of 522.00 feet, to the POINT OF BEGINNING, containing 3 059 acres

### ALSO EXCEPTING THEREFROM:

A fractional part of the Southeast Quarter (1/4) of Section Seventeen (17), Township Twonty-Five (25) North, Range One (1) East Washington Township, Carroll County, Indiana, more fully described as follows: Beginning at a P.K. Nail Set marking the Northeast Corner of the Southeast Quarter of said Section Seventeen, said Nail lying in County Road 500 East; thence South 00 degrees 00 minutes 00 seconds West along the East Line of said Southeast Quarter and along said County Road 500 East a distance of 208.72 feet to a P.K. Nail Set; thence South 69 degrees 30 minutes 40 seconds West, parallel to the North Line of said Southeast Quarter, a distance of 208.72 feet to a Pipe Set; thence North 00 degrees 00 minutes 00 seconds East, parallel to the aforesaid East Line of said Southeast

This page is only a part of a 2021 ALTAS Commitment for Title Insurance issued by Cluckgo Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to issue Pokey, the Commitment Commitment, Schodule B, Part II - Exceptions, and a counter-signalize by the Company or its issuing agent that may be in electronic form.

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Page 2 of 3

AUTA Commilment for Tille Insurance (7-1-21) Schedule A

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Quarter and said County Road 500 East, a distnace of 208.72 feet to a Pipe Set lying on the aforesaid North Line of said Southeast Quarter; thence North 89 degrees 30 minutes 40 seconds East along said North Line of said Southeast Quarter, being an Existing Fence Line and the extension thereof, a distance of 208.72 feet to the PLACE OF BEGINNING. Containing 1,000 ACRES, more or less.

CHICAGO JITLE INSURANCE COMPANY

Authorized Countersignature whitecountyabstract@gmail.com

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Page 3 of 3

AUTA Commitment for Title Insurance (7-1-21)

Schedule A





### SCHEDULE B, PART I - Requirements

All of the following Requirements must be met;

- 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.
- 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.
- 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.
- Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
- Pay the full consideration to, or for the account of, the grantors or mortgagors.
- Pay all taxes, charges, assessments, 'evisd and assessed against subject premises, which are due and payable.
- Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed that
  contractor, sub-contractors, labor and materialmen are all paid; and have released of record all lians or notice of
  intent to prefect a lien for labor material
- 9. The Company must be furnished with a copy of the Agreement, Indenture or Declaration of Trust of the Sue A. Nipple Living Trust, together with coptes of any amendments, modifications, or revocations. In the event there have been no amendments, modifications, or revocations, the Company will require satisfactory evidence to that effect. At the time the Company is furnished these items, the Company may make additional requirements or exceptions.
- 10. Trustee's Deed from the Sue A. Nipple Living Trust, an undivided 1/3 interest to Grantee, vesting fee simple title.
- Warranty Deed from Kay L. Yoder, an undivided 1/3 interest, and Michael E. Scott and, Katherine Scott, Acey Scott, Toni M. Neal, and Karry N. Scott, an undivided 1/3 interest to Grantee, vesting fee simple little.
- 12. NOTE: Indiana law requires a sales disclosure form, pursuant to IC 6-1.1-5.5 to be completed when a conveyance document is filed with the county auditor. The county auditor may not accept a conveyance if (1) the sales disclosure form is not included with the conveyance document; or (2) the sales disclosure form is incomplete.
- 13. Effective July 1, 2006 any documents requiring a preparation statement which are executed or acknowledged in Indiana must contain the following affirmation statement as required by IC 36-2-11-15: 1 affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, [Sign, Print or Type Name]. Said statement must be located at the conclusion of the Instrument and below the name of the person who prepared the instrument.

This page is only a part of a 2021 ALYAO Commitment for Title Insurance issued by Chicago This 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 counter-signature by the Company or its issuing agent that may be in electrosic torus.

7201708 Page 1 of 5

ALTA Corr mitment for Tille Insurance (7-1-21) Schedule B I - B II

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## CHICAGO TITLE INSURANCE COMPANY

- 14. NOTE: Effective July 1, 2009, I IEA 1374 (enacting Indiana Code 27-7-3.7) requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of \$10,000, or more must be in the form of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000, may be in the form of Irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent, or check drawn on the trust account of a licensed real estate broker. Personal checks may be accepted, provided the amount does not exceed \$500.
- 15. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be fiable 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.

This page is only a part of a 2021 ALYAG Commitment for Title Insurance issued by Chicago Tible Insurance Company. This Commitment is not waid without the Notice; the Commitment to Issue Palloy; the Commitment Conditions; Schedule A; Schedule B, Part I. - Exceptions; and a counter-signature by 8.4 Company of its issuing agent that may be in electronic form.

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Page 2 of 5

ALTA Commitment for Title Insurance (7-1-21) School 9 I - B II



File No. 237-7



SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are lilegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is reducted, repudiated, removed, and not republished or recirculated. Only the ramaining provisions of the document will be excepted from coverage.

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

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
- Rights or claims of parties in possession not shown by the public records.
- Easements, or claims of easements, not shown by the public records.
- 4. Any, encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land,
- 5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- Taxes or special assessments which are not shown as existing tiens by the public records.
- 7. Taxes for the year 2022 payable 2023 are now assessed in the name of Scott, Michael E. & Katherine LE etal

County Parcel No.: 014-27011-00 State Parce: No.: 08-08-17-000-011.000-019

Taxing District: Washington Township Brief Legal: E SW 17-25-2 80Ac

Assessed Valuation: Land: \$136,900.

> Improvements: \$0.00 Mortgage: \$0.00

Exemptions:

Homestead: \$0.00

Homestead Supplemental; \$0,00

May 10, 2023 Installment: \$585.06 PAID

November 13, 2023 Installment: \$685.06, NOT PAID

County Parcel No.: 014-27011-00 State Parcel No: 08-08-17-000-011.000-019

Taxing District: Washington Township

Brief Legal: E SW 17-25-2 8CAc - Scott Family May 10, 2023 Installment: \$120,00 PA(D)

November 13, 2023 Installment: \$120,00 NOT PAID

This page is only a part of a 2021 ALTAS Commitment for Titla Insurance lested by Chicago Title Insurance Company. This Commitment is not verid without the Notice; the Controllment to Essue Policy, the Commitment Conditions: Schedule A. Schedule B. Part F. Requirements, and Schedule B. Part F. Exceptoris; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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File No.: 237-7

ALTA Commitment for Title Insurgince (7-1-21) Schedule B I - B II





## CHICAGO TITLE INSURANCE COMPANY

County Parcel No.: 014-27013-00 State Parcel No: 08-08-17-000-013,000-019

Taxing District: Washington Township Brief Legal: Pt SE 17-25-1 114.60Ac

Assessed Valuation: Lano: \$189,000.

Improvements: \$0.00

Mortgage: \$0,00 Exemptions: Homestead: \$0,00

Homestead Supplemental: \$0.00

May 10, 2023 Installment: \$945.78 PAID

November 13, 2023 Installment: \$945.78 NOT PAID

County Parcel No.: 014-27013-00 State Parcel No: 08-08-17-000-013.000-019

Taxing District: Washington Township

Brief Legal: Pt SE 17-25-1 114,60Ac - Scott Family

May 10, 2023 Installment: \$161.56 PAID

November 13, 2023 Installment: \$161,56 NOT PAID

County Parcel No.: 014-27013-00 State Parcel No: 08-08-17-000-013.000-019

Taxing District: Washington Township

Brief Legal: Pt SE 17-25-1 114,60Ac - S/M/Seward #109

May 10, 2023 Installment: \$69,69 PAID.

November 13, 2023 Installment: \$69.69 NOT PAID

Taxes for the year 2023 payable in the year 2024 are now a lien but which are not currently due 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 the date searched. This information, while believed to be accurate, at this time is subject to change without notice. Neither the Company nor its agent assumes or accepts any responsibility for loss, damage, cost or expense due to any change in the information reflected above. This Commitment and/or Policy does not insure the accuracy of the lax and special assessment information.

- 6. Apparent easement for utilities as evidenced by utility lines along the South side of the property as shown on Carroll County GIS.
- Rights of the public, the State of Indiana, and County of White and the municipality, and others entitled thereto, in and to that part of the land taken or used for road purposes.
- 10. Possible municipal assessments, sewer use charges and/or impact fees levied by local government authority,
- Leases, grants, exceptions or reservations of minerals or mineral rights, appearing in the public records.
- 12. Liens, if any, on the growing crops on the land.
- Subject to tenants rights, if any.
- Subject to the right of way for State Road 218.
- 15. Neither this policy nor any endorsement covers any toss or damage arising from any allegation that the use of the Land tacks compliance with covenants, conditions or restrictions or federal or state law or ordinance regarding the cultivation or production of hemp.

This gage is only a part of a 2021 ACTAS Commitment for Title insurance issued by Chicago Title Insurance Company. This Commitment is not visite instrument by Commitment Conditions, Schedule A. Schedule B. Part (- Requirements; and Schedule B. Part (- Requirements) and Schedule B. Part (- Requirements). the Company or its lastling egent that may be in electronic force.

72G170B Page 4 of 5 AUTA Commitment for Title Insurance (7-1-21). Schedule Bit - Bitt





## CHICAGO TITLE INSURANCE COMPANY

- 16. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, eranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all right, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interest. There may be leases, grants, exceptions or reservations of interest that are not listed.
- 17. Applicable zoning ordinances.
- 16. Indiana Code 8-1-26, effective January 1, 1991, provides for the recordation of a Notice of Underground Facilities. The proposed Insured is invited to make inquiry of all operators of such facilities if the possibility of underground facilities is of concern to the Proposed Insured. No search has been made for Notices of Underground Facilities which may have been recorded. By calling 800-382-5544, most, but not all, operators can be notified of the need to provide location information.
- 19. Judgment search for 10 years past has been made vs. Key L. Yoder and none found.
- 20. Judgment search for 10 years past has been made vs. the Sue A. Nipple Living Trust and none found.
- 21. Judgment search for 10 years past has been made vs. Michael E. Scott and none found.
- Judgment search for 10 years past has been made vs. Katherine Scott and none found.
- 23. Judgment search for 10 years past has been made vs. Acey Scott and none found.
- 24. Judgment search for 10 years past has been made vs. Ton: M. Neal and none found.
- 25. Judgment search for 10 years past has been made vs. Karry N. Scott and none found.

This page is only a part of a 2021 At TAD Commitment for Etha Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notes; the Commitment to issue Policy, the Commitment Contributes; Schedule 8, Part II - Exceptions, and a counter-signalism by the Company or its issuing agent that may be to electronic form.

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ALTA Commitment for Title 'nsurance (7-1-21)

Schedule B1-BII



## CHICAGO TITLE INSURANCE COMPANY

## NOTICE TO POLICYHOLDERS

Questions regarding your policy or coverage should be directed to:

Chicago Title Insurance Company

(800) 229-3310 X1182

If you

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

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(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 Street, Suite 300 Indianapolis, Indiana 46204

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

Complaints can be filed electronically at www.in.gov/idoi

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2020

Fidelity National Financial, Inc. and its majority owned subsidiary compenies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice 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 disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### Collection of Personal Information

ENF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of cirth, gender, marital status),
- identity information (e.g. Social Security Number, driver's license, passport, or other 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 from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### Collection of Browsing Information

ENF automatically collects the the following types of Browsing Information when you access an ENF website, online service, or application (each an "ENF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system request; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website 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. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are togged into that account. The FNF Website may be able to link cortain browsing activity to your user account.

### Other Online Specifics

<u>Cookies.</u> When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load property or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

<u>Web Beacons</u>. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites,

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

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Effective January 1, 2020

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### Use of Personal Information

FNF uses Personal Information for three main purposes.

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- · To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

### When Information is Disclosed

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

- · to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of ENF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We do share Personal Information among affiliates (other companies owned by FNF) to directly market to you. Please see 'Choices with Your Information' to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

## Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information.

### Choices With Your information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For <u>California Residents</u>: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (https://inf.com/pages/californiaprivacy.aspx) or call (888) 413-1748

<u>For Nevada Residents:</u> You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: <u>BCPINFO@aq.state.nv.us</u>

<u>For Oregon Residents</u>: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

Effective January 1, 2020

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<u>For Vermont Residents</u>: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

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The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

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FNF's headquarters is located 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 transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

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Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain tricks to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary; to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

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## Accessing and Correcting Information: Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to <a href="mailto:recuests">privacy@fnf.com</a>, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc. 601 Riverside Avenue. Jacksonville, Florida 32204 Attn: Chief Privacy Officer



