

Kokomo Grain Co.
800-666-0613

Between Nashville and Chattanooga

TENNESSEE AUCTION

OFFER ACCEPTED
Prior to Auction

MANCHESTER - DECHERD - TULLAHOMA

INFORMATION BOOKLET

Decherd
278,000 bushel

WEDNESDAY, APRIL 18 • 1:00 PM

Auction held at Manchester-Coffee County Conference Center,
147 Hospitality Blvd., Manchester, TN 37355

2 GRAIN ELEVATORS

558,000

BUSHEL STORAGE
CAPACITY

5% Buyer's Premium

SCHRADER
Real Estate and Auction Company, Inc.

In Cooperation with:

MCLEMORE



**AUCTION
COMPANY, LLC**

800-451-2709 • SchraderAuction.com • 615-517-7675 • mclemoreauction.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.

SELLERS: Kokomo Grain Co.

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

In Cooperation With:

McLemore Auction Company, LLC



SCHRADER REAL ESTATE & AUCTION CO., INC.

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

260-244-7606 or 800-451-2709

SchraderAuction.com



McLemore Auction Company, LLC

470 Woodycrest Ave., Nashville, TN 37210

615-517-7675

mclmoreauction.com

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TENNESSEE AUCTION

WEDNESDAY, APRIL 18 • 1:00 PM

AUCTION LOCATION:
Manchester-Coffee County
Conference Center, 147 Hos-
pitality Blvd., Manchester, TN
37355. (At Exit 114 off I-24)



Auction Site

TRACT #3: TULLAH

**Address: 502 East Decherd St
37388.**

*Location: from Exit 111B off I-24
Hwy 55 south to S. Roosevelt St., turn
right to East Decherd St., turn*

Features include 280,000 bushel
10-16,000 bushel hopper bot
unloading conveyor, 4-30,000
bins with 7500 bph unloading,
office building, large parking

There is a CSX
Rail car spur
having 7 car
capacity and
unloading
pit. Active
railroad spur.

*Est. Real Estate
Taxes \$8329.77
annually.*

**MANY MORE
PHOTOS
ONLINE!!**



TRACT #1: MANCHESTER

**Address: 185 Interstate Dr.,
Manchester, TN 37355.**

*Located at the junction of
I-24 & McMinn St.*

This grain elev
regional client
include 362,000
storage capacity
legs, office, shop
ing, open face m
storage building,
electric service. Rail spur on active track. Truck unloading dump speed
8000/BPH. *Est. Real Estate Taxes \$8389 annually.*

**OFFER
Accepted**

on Tract 1, Manchester facility



362,000 bushel

TRACT #2: DECHERD

**Address: 406 N 1st
Street, Decherd, TN
37324.**

*Located approx. 10
miles Southwest of
Exit 127 off I-24 in
the heart of Franklin
County.*

Features include
278,000 bushel storage
capacity, three grain
legs, office, Mettler

10'x70' truck scale, and 3 phase electric. There is an additional 80,000
bushel storage available for lease. Rail spur on active track. Truck
unloading dump speed 8000/BPH. *Est. Real Estate Taxes \$2649 annually.*



278,000 bushel

AUCTION TERMS & CONDITIONS:

PROCEDURE: The property will be offered in 3 individual tracts, any
combination of tracts and as a total unit. There will be open bidding
on all tracts and combinations during the auction as determined by the
Auctioneer. Bids on tracts, tract combinations and the total property
may compete.

BUYER'S PREMIUM: At April 18th Auction a 5% Buyer's Premium will be
added to the final bid price and included in the contract purchase price.

DOWN PAYMENT: 10% down payment on the day of auction for indi-
vidual 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 successful bidders will be required to
enter into Purchase Agreements at the auction site immediately follow-

800-451-2

SELLER: Kokomo Grain Co.

SALE MANAGER:
Brad Horrall, 812-890-8255





Tullahoma



Decherd



Decherd

OMMA

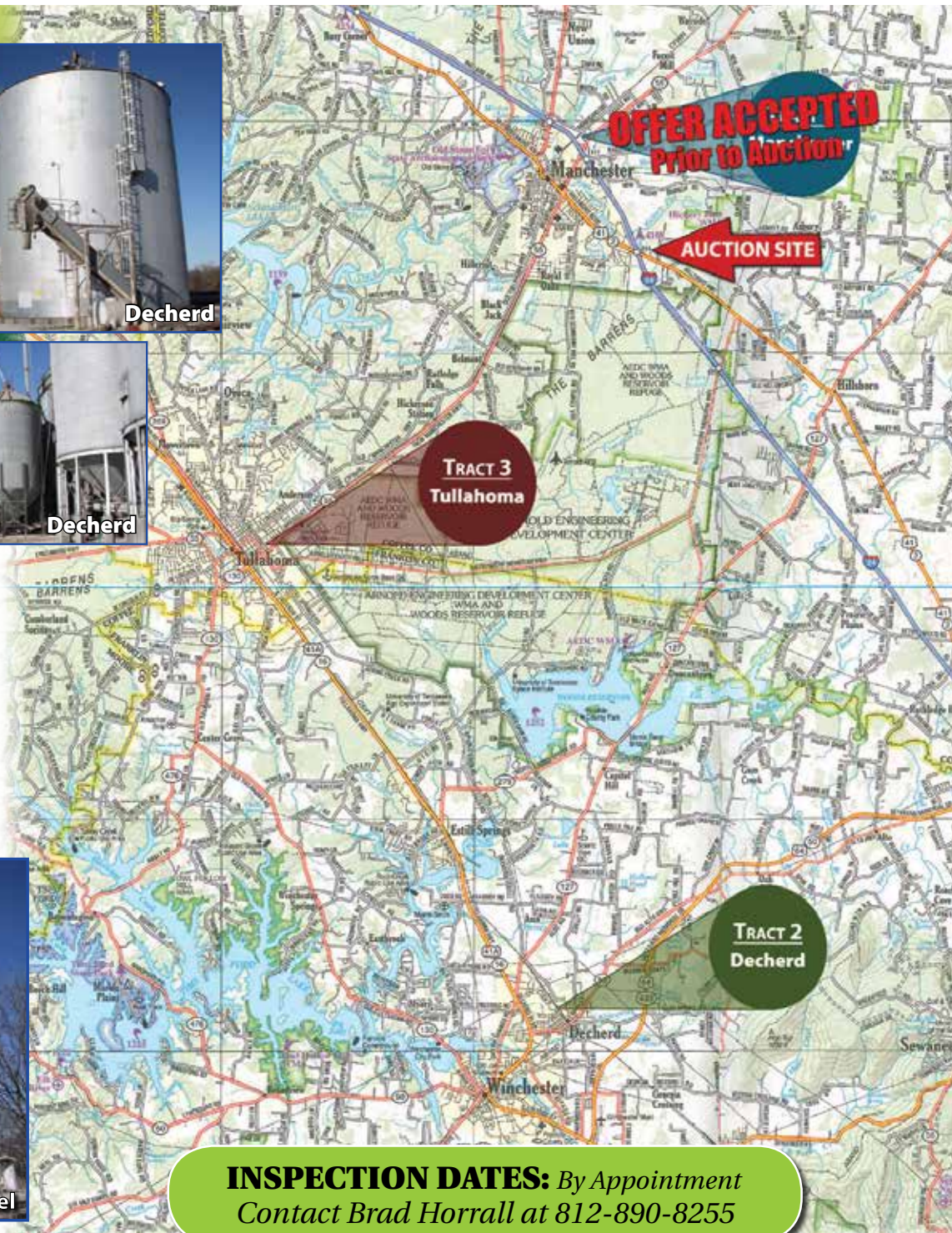
Street, Tullahoma, TN

-24 at Manchester, take
St., in Tullahoma, turn
right to the property.

hel storage capacity,
tom bins with 3500 bph
0 bushel hopper bottom
g conveyor, 2 grain legs,
area, and 3 phase electric.



280,000 bushel



INSPECTION DATES: *By Appointment*
Contact Brad Horral at 812-890-8255

ing the close of the auction. All final bid prices are subject to the Sellers' acceptance or rejection.
EVIDENCE OF TITLE: Seller shall provide an owner's title insurance policy in the amount of the purchase price.
DEED: Seller shall provide Warranty Deed(s).
CLOSING: The balance of the purchase price is due at closing, which will take place within 45 days of presentation of title. Costs for an insured closing shall be shared 50:50 between Buyer(s) and Seller.
POSSESSION: Possession is at closing.
REAL ESTATE TAXES: Real estate taxes will be prorated to the date of closing.
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.
SURVEY: The Seller shall provide a new survey where there is no existing legal description. Any need for a new survey shall be determined solely by the Seller. Seller and successful bidder shall each pay half (50:50) of the cost of the survey. The type of survey performed shall be at the Seller's option and sufficient to record the conveyance.
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 Sell-

er 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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SCHRADER
Auction Company, Inc.

In Cooperation With:



REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

WEDNESDAY, APRIL 18, 2018

KOKOMO GRAIN ELEVATORS – MANCHESTER, TENNESSEE

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,
P.O. Box 508, Columbia City, IN, 46725,
Fax # 260-244-4431, no later than Wednesday, April 11, 2018.
Otherwise, registration available onsite prior to the auction.

BIDDER INFORMATION

(FOR OFFICE USE ONLY)

Name _____

Bidder # _____

Address _____

City/State/Zip _____

Telephone: (Res) _____ (Office) _____

My Interest is in Tract or Tracts # _____

BANKING INFORMATION

Check to be drawn on: (Bank Name) _____

City, State, Zip: _____

Contact: _____ Phone No: _____

HOW DID YOU HEAR ABOUT THIS AUCTION?

Brochure Newspaper Signs Internet Radio TV Friend

Other _____

WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?

Regular Mail E-Mail E-Mail address: _____

Tillable Pasture Ranch Timber Recreational Building Sites

What states are you interested in? _____

Note: If you will be bidding for a partnership, corporation or other entity, you must bring documentation with you to the auction which authorizes you to bid and sign a Purchase Agreement on behalf of that entity.

I hereby agree to comply with terms of this sale including, but not limited to, paying all applicable buyer's premiums, and signing and performing in accordance with the contract if I am the successful bidder. Schrader Real Estate and Auction Company, Inc. represents the Seller in this transaction.

Signature: _____ Date: _____

Online Auction Bidder Registration
Kokomo Grain Elevators • Manchester,
Tennessee
Wednesday, April 18, 2018

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

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

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

1. My name and physical address is as follows:

My phone number is: _____

2. I have received the Real Estate Bidder's Package for the auction being held on Wednesday, April 18, 2018 at 1:00 PM.
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$_____. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

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

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

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

8. **TECHNOLOGY DISCLAIMER:** Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet *in lieu of actually attending the auction* as a personal convenience to me.
9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Wednesday, April 11, 2018**. Send your deposit and return this form via fax to: **260-244-4431**.

I understand and agree to the above statements.

Registered Bidder's signature

Date

Printed Name

This document must be completed in full.

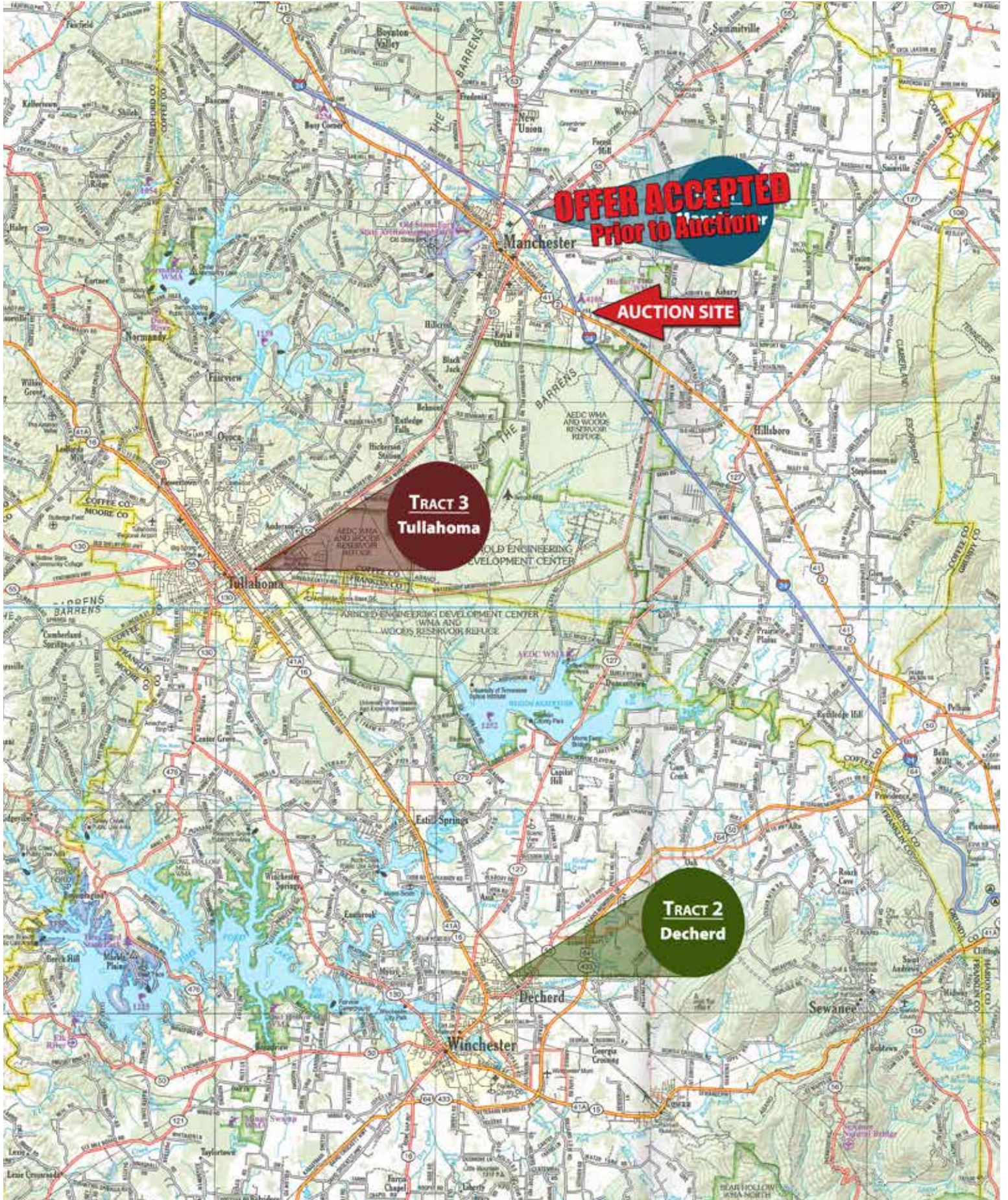
Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

E-mail address of registered bidder: _____

Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to: kevin@schraderauction.com or call Kevin Jordan at 260-229-1904.

MAPS

LOCATION MAP



PROPERTY INFORMATION

AUCTION LOCATION:
Manchester-Coffee County
Conference Center, 147 Hos-
pitality Blvd., Manchester, TN
37355. (At Exit 114 off I-24)



TRACT #1: MANCHESTER

Address: 185 Interstate
Dr., Manchester, TN
37355.

Located at the junction of
I-24 & McMinn

This grain elevator
a regional client
tures include 362
bushel storage ca
four grain legs, off

shop building, open face machinery storage building, truck scale
(10'x70'), covered unloading pit & 3 phase electric service. Rail
spur on active track. Truck unloading dump speed 8000/BPH. *Est.*
Real Estate Taxes \$8389 annually.



OFFER
Accepted
on Tract 1, Manchester facility

PROPERTY INFORMATION

TRACT #2: DECHERD



278,000 bushel

Address: 406 N 1st Street, Decherd, TN 37324.

Located approx. 10 miles Southwest of Exit 127 off I-24 in the heart of Franklin County.

Features include 278,000 bushel storage capacity, three grain legs, office, Mettler

10'x70' truck scale, and 3 phase electric. There is an additional 80,000 bushel storage available for lease. Rail spur on active track. Truck unloading dump speed 8000/BPH. *Est. Real Estate Taxes \$2649 annually.*

TRACT #3: TULLAHOMA

Address: 502 East Decherd Street, Tullahoma, TN 37388.

Location: from Exit 111B off I-24 at Manchester, take Hwy 55 south to S. Roosevelt St., in Tullahoma, turn right to East Decherd St., turn right to the property.

Features include 280,000 bushel storage capacity,

10-16,000 bushel hopper bottom bins with 3500 bph unloading conveyor, 4-30,000 bushel hopper bottom bins with 7500 bph unloading conveyor, 2 grain legs, office building, large parking area, and 3 phase electric.

There is a CSX Rail car spur having 7 car capacity and unloading pit. Active railroad spur. *Est. Real Estate Taxes \$8329.77 annually.*



280,000 bushel

FINANCIAL INFORMATION

FINANCIAL INFORMATION

| Sum of NETBU FY | BranchName | Commodity | | | Grand Total |
|--------------------|------------|------------------|------------------|------------------|-------------------|
| | | Soybeans | Corn | Wheat | |
| 14 | Decherd | 893,909 | 919,508 | 615,110 | 2,428,527 |
| | Manchester | 1,560,447 | 1,508,559 | 236,226 | 3,305,231 |
| 14 Total | | 2,454,356 | 2,428,067 | 851,335 | 5,733,758 |
| 15 | Decherd | 792,003 | 998,011 | 411,280 | 2,201,294 |
| | Manchester | 1,712,158 | 1,502,301 | 215,558 | 3,430,017 |
| 15 Total | | 2,504,161 | 2,500,312 | 626,838 | 5,631,311 |
| 16 | Decherd | 626,079 | 822,798 | 347,966 | 1,796,844 |
| | Manchester | 1,357,255 | 934,722 | 107,144 | 2,399,121 |
| 16 Total | | 1,983,334 | 1,757,520 | 455,110 | 4,195,965 |
| 17 | Decherd | 484,279 | 831,303 | 346,611 | 1,662,193 |
| | Manchester | 1,103,293 | 804,645 | 259,234 | 2,167,172 |
| 17 Total | | 1,587,572 | 1,635,949 | 605,845 | 3,829,365 |
| Grand Total | | 8,529,423 | 8,321,848 | 2,539,129 | 19,390,400 |

2017 TENNESSE EMPLOYEE EXPENSE

| | | | | |
|----------------------|----------------------------|---------------------|--------------------|----------------------------|
| Manchester #5 | <u>Gross Salary</u> | <u>Bonus</u> | <u>Xmas</u> | <u>Base</u> |
| | 206,621.45 | 15,300.00 | 2,750.00 | 188,571.45 |
| Decherd #4 | <u>Gross Salary</u> | <u>Bonus</u> | <u>Xmas</u> | <u>Base</u> |
| | 205,755.69 | 16,350.00 | 2,200.00 | 187,205.69 |
| TOTAL | <u>\$412,377.14</u> | | | <u>\$375,777.14</u> |

**DECHERD
TAX INFORMATION**

DECHERD - TAX INFORMATION

Parcel Number 056I C 013.00



County: Franklin
Owner: KOKOMO GRAIN CO INC
Owner 2:
Address: 1ST AVE N
Parcel Number: 056I C 013.00
Deeded Acreage: 0
Calculated Acreage: 0
Subdivision:
Subdivision Lot:
Date of Imagery: 2014

DECHERD - TAX INFORMATION

10/13/2017

Parcel Detail

State of Tennessee  Comptroller of the Treasury
Real Estate Assessment Data

[Home](#) [About](#) [New Search](#) [Return to List](#)

County Number: 026

County Name: FRANKLIN

Tax Year: 2018

Property Owner and Mailing Address

Jan 1 Owner:
KOKOMO GRAIN CO INC
PO BX 745
KOKOMO, IN 46903

Property Location

Address: 1ST AVE N

Map: 056J Grp: C Ctrl Map: 056I Parcel: 013.00 Pl: S/I: 000

Value Information

Reappraisal Year: 2017

Land Mkt Value: \$16,500
Improvement Value: \$0
Total Market Appraisal: \$16,500
Assessment %: 40
Assessment: \$6,600

General Information

Class: 09 - INDUSTRIAL
City #: 197 City: DECHERD
SSD1: 000 SSD2: 000
District: 20 Mkt Area: 101
Bldgs: 0 # Mobile Homes: 0
Utilities - Water / Sewer: 01 - PUBLIC / PUBLIC Utilities - Electricity: 01 - PUBLIC
Utilities - Gas / Gas Type: 01 - PUBLIC - NATURAL GAS Zoning:

Subdivision Data

Subdivision:

Plat Bk: Plat Pg: Block: Lot:

Additional Description

Building Information

Extra Features

Sale Information

| Sale Date | Price | Book | Page | Vac/Imp | Type Instrument | Qualification |
|------------|----------|------|------|---------|-----------------|---------------|
| 04/04/1985 | \$10,000 | 205 | 196 | VACANT | WD | A |
| 12/29/1972 | \$0 | 163 | 726 | | | |

DECHERD - TAX INFORMATION

10/13/2017

Parcel Detail

Land Information

Deed Acres: 0.00 Calc Acres: 0.00 Total Land Units: 1.00
Land Type: 15 - INDUSTRIAL Soil Class: Units: 1.00

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[Comptroller of the Treasury
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[State of Tennessee
Home Page](#)

DECHERD - TAX INFORMATION

Parcel Number 0561 C 010.00



| | |
|---------------------|---------------------|
| County: | Franklin |
| Owner: | KOKOMO GRAIN CO INC |
| Owner 2: | 1002 W MORGAN ST |
| Address: | 1ST AVE N 406 |
| Parcel Number: | 0561 C 010.00 |
| Deeded Acreage: | 0 |
| Calculated Acreage: | 0 |
| Subdivision: | BLK 5 |
| Subdivision Lot: | |
| Date of Imagery: | 2014 |

DECHERD - TAX INFORMATION

10/13/2017

Parcel Detail

State of Tennessee  Comptroller of the Treasury
Real Estate Assessment Data

[Home](#) [About](#) [New Search](#) [Return to List](#)

County Number: 026

County Name: FRANKLIN

Tax Year: 2018

Property Owner and Mailing Address

Jan 1 Owner:
KOKOMO GRAIN CO INC
1002 W MORGAN ST
PO BOX 745
KOKOMO, IN 46903

Property Location

Address: 1ST AVE N 406

Map: 056I Grp: C Ctr Map: 056I Parcel: 010.00 Pl: S/I: 000

Value Information

Reappraisal Year: 2017

Land Mkt Value: \$31,800
Improvement Value: \$157,700
Total Market Appraisal: \$189,500
Assessment %: 40
Assessment: \$75,800

General Information

| | | | |
|-----------------------------|----------------------|--------------------------|-------------|
| Class: | 09 - INDUSTRIAL | | |
| City #: | 197 | City: | DECHERD |
| SSD1: | 000 | SSD2: | 000 |
| District: | 20 | Mkt Area: | 101 |
| # Bldgs: | 1 | # Mobile Homes: | 0 |
| Utilities - Water / Sewer: | 01 - PUBLIC / PUBLIC | Utilities - Electricity: | 01 - PUBLIC |
| Utilities - Gas / Gas Type: | 00 - NONE | Zoning: | |

Subdivision Data

Subdivision: BLK 5

Plat Bk: Plat Pg: Block: 5 Lot:

Additional Description

Building Information

Building # 1

| | | | |
|--------------------------|----------------------------|-------------------|---------------------------|
| Improvement Type: | 47 - PREFAB | Stories: | 1 |
| Living/Business Sq. Ft.: | 1,776 | | |
| Foundation: | 02 - CONTINUOUS FOOTING | Floor System: | 01 - SLAB ON GRADE |
| Exterior Wall: | 19 - PREFIN METAL CRIMPED | Structural Frame: | 05 - RIGID FRAME |
| Roof Framing: | 05 - BAR JOIST/RIGID FRAME | Roof Cover/Deck: | 13 - PREFIN METAL CRIMPED |
| Cabinet/Millwork: | 03 - AVERAGE | Floor Finish: | 01 - CONCRETE FINISH |

DECHERD - TAX INFORMATION

10/13/2017

Parcel Detail

| | | | |
|------------------|-------------------------|--------------------|--------------|
| Interior Finish: | 07 - DRYWALL | Paint/Decor: | 03 - AVERAGE |
| Heat and A/C: | 0 - | Plumbing Fixtures: | 0 |
| Bath Tile: | 00 - NONE | Electrical: | 03 - AVERAGE |
| Shape: | 01 - RECTANGULAR DESIGN | Quality: | 01 - AVERAGE |
| Act Yr Built: | 1969 | Condition: | A - AVERAGE |

Building Areas:

| | |
|-----------|------------|
| Area: 47 | Sq Ft: 960 |
| Area: OFA | Sq Ft: 544 |
| Area: UTU | Sq Ft: 510 |
| Area: SSA | Sq Ft: 272 |
| Area: HAC | Sq Ft: 272 |
| Area: UTF | Sq Ft: 168 |
| Area: UTU | Sq Ft: 77 |

Extra Features

| Bldg/Card# | Type | Description | Units |
|------------|------------------|-------------|--------|
| 1 | GRAIN BIN | | 12,500 |
| 1 | GRAIN BIN | | 12,500 |
| 1 | GRAIN BIN | | 12,500 |
| 1 | GRAIN BIN | | 12,500 |
| 1 | GRAIN BIN | | 12,500 |
| 1 | GRAIN BIN | | 12,500 |
| 1 | GRAIN BIN | | 12,500 |
| 1 | GRAIN BIN | | 3,340 |
| 1 | GRAIN BIN | | 3,340 |
| 1 | GRAIN BIN | | 3,340 |
| 1 | GRAIN BIN | | 3,340 |
| 1 | GRAIN BIN | | 3,340 |
| 1 | GRAIN BIN | | 3,340 |
| 1 | GRAIN BIN | | 3,340 |
| 1 | GRAIN BIN | | 80,500 |
| 1 | GRAIN BIN | | 80,500 |
| 1 | UTILITY BUILDING | 8X10 | 80 |

Sale Information

| Sale Date | Price | Book | Page | Vac/Imp | Type Instrument | Qualification |
|------------|-----------|------|------|----------|-----------------|---------------|
| 08/24/2010 | \$0 | 373 | 598 | | | |
| 12/31/1981 | \$0 | 191 | 751 | | | |
| 01/01/1981 | \$300,000 | 0191 | 0751 | IMPROVED | WD | D |
| 05/31/1974 | \$0 | 159 | 152 | | | |
| 01/03/1900 | \$0 | NA | 155 | | | |

Land Information

Deed Acres: 0.00 Calc Acres: 0.00 Total Land Units: 1.00
 Land Type: 15 - INDUSTRIAL Soil Class: Units: 1.00

[New Search](#)

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DECHERD - TAX INFORMATION

Parcel Number 056I C 010.01



| | |
|---------------------|---------------------|
| County: | Franklin |
| Owner: | KOKOMO GRAIN CO INC |
| Owner 2: | |
| Address: | 1ST AVE N |
| Parcel Number: | 056I C 010.01 |
| Deeded Acreage: | 0 |
| Calculated Acreage: | 0 |
| Subdivision: | |
| Subdivision Lot: | |
| Date of Imagery: | 2014 |

DECHERD - TAX INFORMATION

10/13/2017

Parcel Detail

State of Tennessee  Comptroller of the Treasury
Real Estate Assessment Data

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County Number: 026

County Name: FRANKLIN

Tax Year: 2018

Property Owner and Mailing Address

Jan 1 Owner:
KOKOMO GRAIN CO INC
PO BX 745
KOKOMO, IN 46903

Property Location

Address: 1ST AVE N

Map: 056I Grp: C Ctrl Map: 056I Parcel: 010.01 Pl: S/I: 000

Value Information

Reappraisal Year: 2017

Land Mkt Value: \$5,000
Improvement Value: \$0
Total Market Appraisal: \$5,000
Assessment %: 40
Assessment: \$2,000

General Information

| | | | |
|-----------------------------|----------------------|--------------------------|-------------|
| Class: | 09 - INDUSTRIAL | | |
| City #: | 197 | City: | DECHERD |
| SSD1: | 000 | SSD2: | 000 |
| District: | 20 | Mkt Area: | 101 |
| # Bldgs: | 0 | # Mobile Homes: | 0 |
| Utilities - Water / Sewer: | 01 - PUBLIC / PUBLIC | Utilities - Electricity: | 01 - PUBLIC |
| Utilities - Gas / Gas Type: | 00 - NONE | Zoning: | |

Subdivision Data

Subdivision:
Plat Bk: Plat Pg: Block: Lot:

Additional Description

Building Information

Extra Features

Sale Information

| Sale Date | Price | Book | Page | Vac/Imp | Type Instrument | Qualification |
|------------|-------|------|------|---------|-----------------|---------------|
| 06/04/1985 | \$50 | 206 | 378 | VACANT | WD | D |

Land Information

DECHERD - TAX INFORMATION

10/13/2017

Parcel Detail

Deed Acres: 0.00 Calc Acres: 0.00 Total Land Units: 1.00
Land Type: 15 - INDUSTRIAL Soil Class: Units: 1.00

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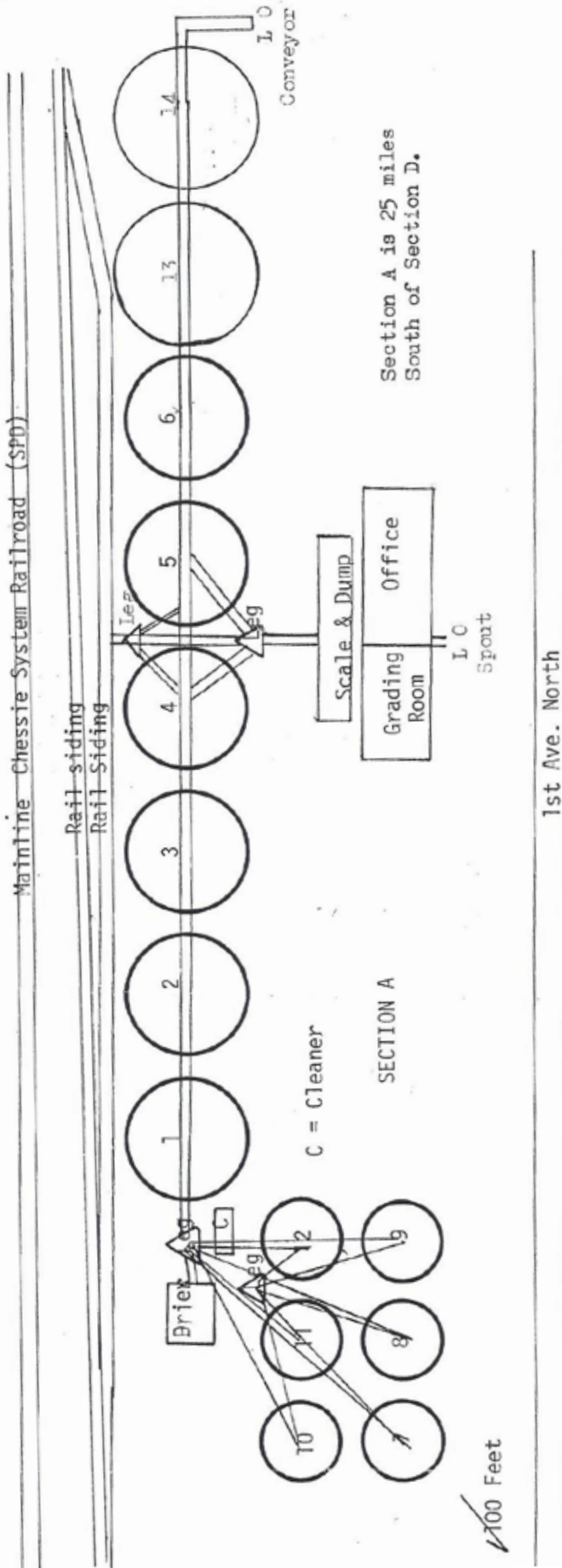
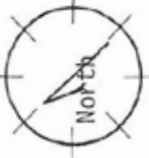
DECHERD BIN CHART

DECHERD - BIN CHART

USDA-AMS-TW DIVISION
CODE NO. 4-9735

WAKEMUSE DIAGRAM
NAME AND LOCALITY
KOKOMO MAIN ELEVATOR, DECHERD, TENNESSEE.

FORM TW-134 (5/75)
LICENSE NO. 3-7872



**DECHERD
TITLE COMMITMENT**

DECHERD - TITLE COMMITMENT

American Land Title Association

New / Decherd

Commitment for Title Insurance
Adopted 08-01-2016

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Fidelity Title and Escrow Company.
Issuing Office: 300 N. Jackson Street, Tullahoma, TN 37388
ALTA® Universal ID: 1081870
Loan ID Number:
Commitment Number: 4115
Issuing Office File Number: 201810
Property Address: 406 1st Ave., N., Decherd, TN 37324

SCHEDULE A

1. Commitment Date: March 21, 2018 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Own. Policy (06/17/06)
Proposed Insured: TBD
Proposed Policy Amount: \$ 1,000.00
 - (b) ALTA Loan Policy (06/17/06)
Proposed Insured: TBD, its successors and/or assigns as their respective interests may appear.
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
Kokomo Grain Co., Inc., an Indiana corporation
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

Fidelity Title and Escrow Company.

By: 
Richard W. Gabriel, 104 W. Moore Street, Tullahoma, TN
37388 (931) 455-9301

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

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(201810.PFD/201810/6)

DECHERD - TITLE COMMITMENT

American Land Title Association

Commitment for Title Insurance
Adopted 08-01-2016

First American Title Insurance Company

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from Kokomo Grain Co., Inc., an Indiana corporation to TBD
 - b. Deed of Trust from TBD to , Trustee for TBD, securing the principal amount of \$
 - c. A Certificate of Existence for Kokomo Grain Co., Inc., an Indiana corporation, from the Indiana Secretary State, a certificate of authority to transact business from the Tennessee Secretary of State, and an enabling resolution from Kokomo Grain Co., Inc. for the proposed real estate transaction.

SCHEDULE B, PART II Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
3. Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
4. Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.

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(201810.PFD/201810/6)

DECHERD - TITLE COMMITMENT

American Land Title Association

Commitment for Title Insurance
Adopted 08-01-2016

SCHEDULE B (Continued)

5. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. Any lien or right to a lien, for labor, services or materials imposed by law and not shown by the public records.
7. Any mineral or mineral rights leased, granted or retained by current or prior owners.
8. TAXES:

MAP 056I, GROUP C, PARCEL 010.00 - Subject to the 2018 Franklin County property taxes, which have attached but are not yet due and payable. The 2017 County property taxes in the amount of \$1,970.00 are paid.

Subject to the 2018 Decherd City property taxes, which have attached but are not yet due and payable. The 2017 City property taxes in the amount of \$915.00 are paid.

MAP 056I, GROUP C, PARCEL 010.01- Subject to the 2018 Franklin County property taxes, which have attached but are not yet due and payable. The 2017 County property taxes in the amount of \$52.00 are paid.

Subject to the 2018 Decherd City property taxes, which have attached but are not yet due and payable. The 2017 City property taxes in the amount of \$24.00 are paid.

MAP 056J, GROUP C, PARCEL 013.00, Control Map 056I- Subject to the 2018 Franklin County property taxes, which have attached but are not yet due and payable. The 2017 County property taxes in the amount of \$172.00 are paid.

Subject to the 2018 Decherd City property taxes, which have attached but are not yet due and payable. The 2017 City property taxes in the amount of \$80.00 are paid.
9. Subject to all taxes for subsequent years not yet due and payable.
10. Subject to all matters set forth on the Town Plan of Decherd as referenced in Deed Book 206, page 378, Register's Office, Franklin County, Tennessee.
11. Subject to all matters set forth on a plat of Sanfords Addition to the Town of Decherd as referenced in Deed Book 205, page 196, Register's Office, Franklin County, Tennessee.
12. Subject to that certain perpetual covenant pertaining to the construction and maintenance of a drainage system as set forth in the deed to Parcel 3, of record in Deed Book 211, page 277, Register's Office, Franklin County, Tennessee.
13. Subject to all rights of the current successor to the N.C. & St. L. and/or L. & N. Railroad Companies and any other matters pertaining to or arising from the railroad right of way and track line located along a boundary of said property.
14. Subject to the rights of any tenants under any unrecorded or recorded leases pertaining to said property.
15. Subject to all matters set forth on that certain survey of said property by R-Square Associates, dated May 15, 1982. (Parcel 1 only)
16. Subject to all matters set forth on that certain survey of said property by R-Square Associates Land Surveyors and Engineers, dated January 9, 1982. (Parcel 4 only)

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(201810.PFD/201810/6)

DECHERD - TITLE COMMITMENT

American Land Title Association

Commitment for Title Insurance

Adopted 08-01-2016

SCHEDULE B

(Continued)

17. No insurance coverage is provided as to the exact amount of acreage contained in the property described herein.

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(201810.PFD/201810/6)

DECHERD - TITLE COMMITMENT

First American Title Insurance Company

Commitment Number: 4115

EXHIBIT A PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

Certain tracts or parcels of land lying and being in the 20th Civil District of Franklin County, Tennessee, bounded and described as follows, to-wit:

PARCEL 1:

TRACT I: A lot situated in the Town of Decherd on the West side of the N.C. & St. L. Railroad, and being all of Lot A, as described in Sanford's Addition to the said Town of Decherd, Tennessee, and bounded on the North by Chestnut Street; on the East by Hotel Street; on the South by Lot D of said Addition, now owned by W. H. Ikard (formerly Bell and Henley), and on the West by South Front Street, the same being 138 by 200 feet as shown on said plat.

TRACT II: A plot of ground extending from Chestnut Street South toward Market Street a distance of 200 feet to Ikard line; being bounded on the North by Chestnut Street, East by railroad, South by Ikard, and West by Swann and Rudder. Being a part of an abandoned street. Fronting 50 feet on the Southerly side of undeveloped Chestnut Street and running back between parallel lines 200 feet to a back line of 50 feet.

The property herein conveyed is described by that survey of R-Square Associates on May 15, 1982, as follows:

Beginning at a point in the Easterly margin of First Avenue North (formerly South Front Street) and the Southerly margin of Chestnut Street (undeveloped); thence with the Southerly margin of Chestnut Street N 53° 15' E 188 feet to a point in the Westerly margin of the L & N Railroad property; thence with the Westerly margin of said property S 36° 50' E, 200 feet to a point in the Farmers Coop property; thence S 53° 15' W, 188 feet to a point in the Easterly margin of First Avenue North; thence with First Avenue North, N 36° 50' W, 200 feet to the point of beginning.

Being the same property conveyed to Kokomo Grain Co., Inc., an Indiana corporation, by deed of record in Deed Book 205, page 196, Register's Office, Franklin County, Tennessee.

PARCEL 2:

All of Chestnut Street located East of First Avenue, North, and West of the L & N Railroad property, which parcel of land is approximately 60 feet in width, and approximately 229.8 feet in length, said width running in a North/South direction generally and said length running in an East/West direction generally as shown on the Town Plan of the City of Decherd, said street hereby conveyed being located East of First Avenue, North, and West of the L & N Railroad property.

DECHERD - TITLE COMMITMENT

First American Title Insurance Company

Commitment Number: 4115

EXHIBIT A PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

Being the same property conveyed to Kokomo Grain Company, Inc., an Indiana Corporation, by deed of record in Deed Book 206, page 378, Register's Office, Franklin County, Tennessee.

PARCEL 3:

A parcel of Grantor's surplus property at Decherd, Franklin County, Tennessee, more particularly described as follows: Begin at the point of intersection of the northwesterly line of Chestnut Street and Grantor's southwesterly property line; thence northeasterly along said northwesterly line of Chestnut Street, a distance of 35 feet to a point; thence northwesterly 150 feet to a point 50 feet from and at right angles to the center line of Grantor's Chattanooga Subdivision main track; thence southeasterly along a line 50 feet from and parallel with said center line of main track, a distance of 372 feet to a point; thence southerly a distance of 37 feet to a point; thence southwesterly a distance of 41 feet to a point Grantor's southwesterly property line; thence northwesterly along said property line of Grantor, a distance of 260 feet to the point of beginning, containing 0.32 acre, more or less.

Being the same property conveyed to Kokomo Grain by deed of record in Deed Book 211, page 277, Register's Office, Franklin County, Tennessee.

PARCEL 4:

Beginning at a stake in the Northerly margin of the right of way of Chestnut Street where it intersects with the Easterly margin of First Avenue North (formerly South Front Street); thence with the Easterly margin of First Avenue North, N 36° 50' W 381.5 feet to a stake in the Southerly margin of the right of way of Cumberland Street; thence with the Southerly margin of the right of way of Cumberland Street, N 72° 16' E 274.3 feet to a stake in the Westerly margin of the right of way of the L&N Railway Company Tract No. 257; thence with said railway right of way S 32° 57' E 85 feet to a point and S 30° 16' E 208.7 feet to a stake in the Northerly margin of the right of way of Chestnut Street; thence with Chestnut Street S 53° 15' W 229.8 feet to the point of beginning, according to that survey of R-Square Associates Land Surveyors and Engineers dated January 9, 1982.

Being the same property conveyed to Kokomo Grain Co., Inc., an Indiana Corporation, by deed of record in Deed Book 373, page 598, Register's Office, Franklin County, Tennessee.

TULLAHOMA TAX INFORMATION

TULLAHOMA - TAX INFORMATION

Parcel Number 124M A 005.01



| | |
|---------------------|-------------------|
| County: | Coffee |
| Owner: | KOKOMO GRAIN CO |
| Owner 2: | |
| Address: | E DECHERD ST 502 |
| Parcel Number: | 124M A 005.01 |
| Deeded Acreage: | 0 |
| Calculated Acreage: | 0 |
| Subdivision: | OAK PARK ADDITION |
| Subdivision Lot: | 8&9 |
| Date of Imagery: | 2014 |

TULLAHOMA - TAX INFORMATION

10/13/2017

Parcel Detail

State of Tennessee  Comptroller of the Treasury
Real Estate Assessment Data

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County Number: 016

County Name: COFFEE

Tax Year: 2017

Property Owner and Mailing Address

Jan 1 Owner:
KOKOMO GRAIN CO
PO BOX 745
KOKOMO, IN 46903

Property Location

Address: E DECHERD ST 502

Map: 124N Grp: A Ctrl Map: 124M Parcel: 005.01 Pl: S/I: 000

Value Information

Reappraisal Year: 2014

Land Mkt Value: \$40,000
Improvement Value: \$322,700
Total Market Appraisal: \$362,700
Assessment %: 40
Assessment: \$145,080

General Information

| | | | |
|-----------------------------|----------------------|--------------------------|-------------|
| Class: | 08 - COMMERCIAL | | |
| City #: | 743 | City: | TULLAHOMA |
| SSD1: | 000 | SSD2: | 000 |
| District: | 09 | Mkt Area: | T10 |
| # Bldgs: | 1 | # Mobile Homes: | 0 |
| Utilities - Water / Sewer: | 01 - PUBLIC / PUBLIC | Utilities - Electricity: | 01 - PUBLIC |
| Utilities - Gas / Gas Type: | 00 - NONE | Zoning: | 11 |

Subdivision Data

Subdivision: OAK PARK ADDITION

Plat Bk: 57 Plat Pg: 136 Block: Lot: 8&9

Additional Description

Building Information

| | | | |
|--------------------------|----------------------------|-------------------|---------------------------|
| Building # 1 | | | |
| Improvement Type: | 47 - PREFAB | Stories: | 1 |
| Living/Business Sq. Ft.: | 640 | | |
| Foundation: | 02 - CONTINUOUS FOOTING | Floor System: | 01 - SLAB ON GRADE |
| Exterior Wall: | 19 - PREFIN METAL CRIMPED | Structural Frame: | 05 - RIGID FRAME |
| Roof Framing: | 05 - BAR JOIST/RIGID FRAME | Roof Cover/Deck: | 13 - PREFIN METAL CRIMPED |
| Cabinet/Millwork: | 03 - AVERAGE | Floor Finish: | 01 - CONCRETE FINISH |

TULLAHOMA - TAX INFORMATION

10/13/2017

Parcel Detail

| | | | |
|------------------------|-------------------------|--------------------|--------------|
| Interior Finish: | 01 - UNFINISHED | Paint/Decor: | 03 - AVERAGE |
| Heat and A/C: | 0 - | Plumbing Fixtures: | 0 |
| Bath Tile: | 00 - NONE | Electrical: | 03 - AVERAGE |
| Shape: | 01 - RECTANGULAR DESIGN | Quality: | 01 - AVERAGE |
| Act Yr Built: | 2008 | Condition: | A - AVERAGE |
| Building Areas: | | | |
| Area: INS | Sq Ft: 1,888 | | |
| Area: 47 | Sq Ft: 400 | | |
| Area: OFA | Sq Ft: 240 | | |

Extra Features

| Bldg/Card# | Type | Description | Units |
|------------|-----------------|-------------|-------|
| 1 | GRAIN BIN | 30000 | 4 |
| 1 | GRAIN BIN | 16000 | 10 |
| 1 | CONCRETE PAVING | 54X180 | 9,720 |
| 1 | | | 1 |

Sale Information

| Sale Date | Price | Book | Page | Vac/Imp | Type Instrument | Qualification |
|------------|----------|------|------|----------|-----------------|---------------|
| 06/07/1985 | \$0 | 191 | 648 | | | |
| 01/01/1985 | \$40,000 | 191 | 164 | IMPROVED | WD | A |
| 12/28/1981 | \$0 | 178 | 656 | | | |
| 01/01/1979 | \$25,000 | NA | NA | IMPROVED | WD | D |

Land Information

Deed Acres: 0.00 Calc Acres: 0.00 Total Land Units: 1.00
 Land Type: 10 - COMMERCIAL Soil Class: Units: 1.00

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TULLAHOMA - TAX INFORMATION

Parcel Number 124M A 006.00



| | |
|---------------------|---------------------|
| County: | Coffee |
| Owner: | KOKOMO GRAIN CO INC |
| Owner 2: | |
| Address: | E DECHERD ST |
| Parcel Number: | 124M A 006.00 |
| Deeded Acreage: | 0 |
| Calculated Acreage: | 0 |
| Subdivision: | OAK PARK |
| Subdivision Lot: | 15 |
| Date of Imagery: | 2014 |

TULLAHOMA - TAX INFORMATION

10/13/2017

Parcel Detail

State of Tennessee  Comptroller of the Treasury
Real Estate Assessment Data

[Home](#) [About](#) [New Search](#) [Return to List](#)

County Number: 016

County Name: COFFEE

Tax Year: 2017

Property Owner and Mailing Address

Jan 1 Owner:
KOKOMO GRAIN CO INC
P O BOX 745
KOKOMO, IN 46903

Property Location

Address: E DECHERD ST

Map: 124M Grp: A Ctr1 Map: 124M Parcel: 006.00 Pl: S/I: 000

Value Information

Reappraisal Year: 2014

Land Mkt Value: \$4,000
Improvement Value: \$0
Total Market Appraisal: \$4,000
Assessment %: 25
Assessment: \$1,000

General Information

| | | | |
|-----------------------------|---------------------------|--------------------------|-------------|
| Class: | 00 - RESIDENTIAL | | |
| City #: | 743 | City: | TULLAHOMA |
| SSD1: | 000 | SSD2: | 000 |
| District: | 09 | Mkt Area: | T10 |
| # Bldgs: | 0 | # Mobile Homes: | 0 |
| Utilities - Water / Sewer: | 01 - PUBLIC / PUBLIC | Utilities - Electricity: | 01 - PUBLIC |
| Utilities - Gas / Gas Type: | 01 - PUBLIC - NATURAL GAS | Zoning: | I1 |

Subdivision Data

Subdivision: OAK PARK

Plat Bk: Plat Pg: Block: Lot: 15

Additional Description

Building Information

Extra Features

Sale Information

| Sale Date | Price | Book | Page | Vac/Imp | Type Instrument | Qualification |
|------------|---------|------|------|---------|-----------------|---------------|
| 12/16/2008 | \$4,000 | 331 | 749 | VACANT | WD | A |
| 11/01/2006 | \$4,000 | 318 | 722 | VACANT | WD | A |
| 06/12/1978 | \$0 | 164 | 988 | | | |

TULLAHOMA - TAX INFORMATION

10/13/2017

Parcel Detail

01/22/1974

50'

NA

NA

Land Information

Deed Acres: 0.00

Calc Acres: 0.00

Total Land Units: 1.00

Land Type: 10 - COMMERCIAL

Soil Class:

Units: 1.00

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TULLAHOMA - TAX INFORMATION

Parcel Number 124M A 005.00



| | |
|---------------------|---------------------|
| County: | Coffee |
| Owner: | KOKOMO GRAIN CO INC |
| Owner 2: | |
| Address: | E DECHERD ST |
| Parcel Number: | 124M A 005.00 |
| Deeded Acreage: | 1.15 |
| Calculated Acreage: | 0 |
| Subdivision: | LOT 10- |
| Subdivision Lot: | 10- |
| Date of Imagery: | 2014 |

TULLAHOMA - TAX INFORMATION

10/13/2017

Parcel Detail

State of Tennessee  Comptroller of the Treasury
Real Estate Assessment Data

[Home](#) [About](#) [New Search](#) [Return to List](#)

County Number: 016

County Name: COFFEE

Tax Year: 2017

Property Owner and Mailing Address

Jan 1 Owner:
KOKOMO GRAIN CO INC
P O BOX 745
KOKOMO, IN 46903

Property Location

Address: E DECHERD ST

Map: 124M Grp: A Ctrl Map: 124M Parcel: 005.00 PI: S/I: 000

Value Information

Reappraisal Year: 2014

Land Mkt Value: \$25,000
Improvement Value: \$0
Total Market Appraisal: \$25,000
Assessment %: 25
Assessment: \$6,250

General Information

| | | | |
|-----------------------------|----------------------|--------------------------|-------------|
| Class: | 00 - RESIDENTIAL | | |
| City #: | 743 | City: | TULLAHOMA |
| SSD1: | 000 | SSD2: | 000 |
| District: | 09 | Mkt Area: | T10 |
| # Bldgs: | 0 | # Mobile Homes: | 0 |
| Utilities - Water / Sewer: | 01 - PUBLIC / PUBLIC | Utilities - Electricity: | 01 - PUBLIC |
| Utilities - Gas / Gas Type: | 00 - NONE | Zoning: | I1 |

Subdivision Data

Subdivision: LOT 10-

Plat Bk: Plat Pg: Block: Lot: 10-

Additional Description

Building Information

Extra Features

Sale Information

| Sale Date | Price | Book | Page | Vac/Imp | Type Instrument | Qualification |
|------------|----------|------|------|---------|-----------------|---------------|
| 06/14/2006 | \$40,000 | 315 | 793 | VACANT | WD | A |
| 09/11/2003 | \$20,500 | 296 | 506 | VACANT | WD | A |
| 11/09/2001 | \$0 | 264 | 571 | | | |

TULLAHOMA - TAX INFORMATION

10/13/2017

Parcel Detail

| | | | | | | |
|------------|----------|-----|-----|--------|----|---|
| 10/15/2001 | \$20,000 | 284 | 54 | VACANT | WD | A |
| 03/06/2000 | \$0 | 275 | 578 | | | |
| 01/01/1000 | \$0 | 170 | 803 | | | |

Land Information

Deed Acres: 1.15 Calc Acres: 0.00 Total Land Units: 1.00
Land Type: 10 - COMMERCIAL Soil Class: Units: 1.00

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**TULLAHOMA
TITLE COMMITMENT**

TULLAHOMA - TITLE COMMITMENT

| | |
|--|--|
|  First American Title™ | ALTA Commitment for Title Insurance |
| | ISSUED BY First American Title Insurance Company |
| Commitment | |

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN 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 EXTRACTIONAL 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

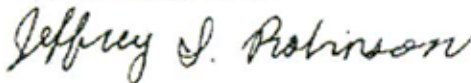
Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, *First American Title Insurance Company*, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment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

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


First American Title Insurance Company



Dennis J. Gilmore, President



Jeffrey S. Robinson, Secretary

COUNTERSIGNED BY: 
Fidelity Title and Escrow Company, Tullahoma, TN 37388
(931) 455-9301

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; 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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TULLAHOMA - TITLE COMMITMENT

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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TULLAHOMA - TITLE COMMITMENT

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

Arbitration provision intentionally removed.

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TULLAHOMA - TITLE COMMITMENT

American Land Title Association

Commitment for Title Insurance
Adopted 08-01-2016

First American Title Insurance Company


Transaction Identification Data for reference only:

Issuing Agent: Fidelity Title and Escrow Company.
Issuing Office: 300 N. Jackson Street, Tullahoma, TN 37388
ALTA® Universal ID: 1081870
Loan ID Number:
Commitment Number: 4114
Issuing Office File Number: 201809
Property Address: 502 E. Dechard St., Tullahoma, TN 37388

SCHEDULE A

1. Commitment Date: January 29, 2018 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Own. Policy (06/17/06)
Proposed Insured: TBD
Proposed Policy Amount: \$ 1,000.00
 - (b) ALTA Loan Policy (06/17/06)
Proposed Insured: TBD, its successors and/or assigns as their respective interests may appear.
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
Kokomo Grain Co., Inc., an Indiana corporation
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

Fidelity Title and Escrow Company.

By: 
Richard W. Gabriel, 104 W. Moore Street, Tullahoma, TN
37388 (931) 455-9301

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TULLAHOMA - TITLE COMMITMENT

American Land Title Association

Commitment for Title Insurance
Adopted 08-01-2016

First American Title Insurance Company

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from Kokomo Grain Co., Inc., an Indiana corporation to TBD
 - b. Deed of Trust from TBD to , Trustee for TBD, securing the principal amount of \$
 - c. A Certificate of Existence for Kokomo Grain Co., Inc., an Indiana corporation, from the Indiana Secretary State, a certificate of authority to transact business from the Tennessee Secretary of State, and an enabling resolution from Kokomo Grain Co., Inc. for the proposed real estate transaction.

SCHEDULE B, PART II Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
3. Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
4. Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.

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TULLAHOMA - TITLE COMMITMENT

American Land Title Association

Commitment for Title Insurance

Adopted 08-01-2016

SCHEDULE B

(Continued)

5. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. Any lien or right to a lien, for labor, services or materials imposed by law and not shown by the public records.
7. Any mineral or mineral rights leased, granted or retained by current or prior owners.
8. TAXES:

MAP 124M, GROUP A, PARCEL 005.00 - Subject to the 2018 Coffee County property taxes, which have attached but are not yet due and payable. Further subject to the 2017 County property taxes in the amount of \$179.00, which are due and payable but not delinquent. The 2016 County property taxes are paid.

Subject to the 2018 Tullahoma City property taxes, which have attached but are not yet due and payable. Further subject to the 2017 City property taxes in the amount of \$162.34, which are due and payable but not delinquent. The 2016 City property taxes are paid.

MAP 124N, GROUP A, PARCEL 005.01, CONTROL MAP 124M- Subject to the 2018 Coffee County property taxes, which have attached but are not yet due and payable. Further subject to the 2017 County property taxes in the amount of \$4,165.00, which are due and payable but not delinquent. The 2016 County property taxes are paid.

Subject to the 2018 Tullahoma City property taxes, which have attached but are not yet due and payable. Further subject to the 2017 City property taxes in the amount of \$3,768.45, which are due and payable but not delinquent. The 2016 City property taxes are paid.

MAP 124M, GROUP A, PARCEL 006.00- Subject to the 2018 Coffee County property taxes, which have attached but are not yet due and payable. Further subject to the 2017 County property taxes in the amount of \$29.00, which are due and payable but not delinquent. The 2016 County property taxes are paid.

Subject to the 2018 Tullahoma City property taxes, which have attached but are not yet due and payable. Further subject to the 2017 City property taxes in the amount of \$25.98, which are due and payable but not delinquent. The 2016 City property taxes are paid.

9. Subject to all taxes for subsequent years not yet due and payable.
10. Subject to all matters set forth on a plat of Oak Park Addition to Tullahoma, of record in Trust Deed Book 57, page 136, Register's Office, Coffee County, Tennessee.
11. Subject to all rights of the current successor to the L & N Railroad Co. and any other matters pertaining to or arising from the railroad right of way and track line located along a boundary of said property.
12. Subject to the rights of any tenants under any unrecorded or recorded leases pertaining to said property.
13. Subject to all matters set forth on that certain survey of said property by Alton C. Morris, dated July 25, 1964. (Tract 3 only)
14. Subject to all matters set forth on that certain survey of said property by R. I. Lowndes & Assoc, dated June 2, 2006. (Tract 4 only)

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TULLAHOMA - TITLE COMMITMENT

American Land Title Association

Commitment for Title Insurance
Adopted 08-01-2016

SCHEDULE B (Continued)

15. No insurance coverage is provided as to the exact amount of acreage contained in the property described herein.

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TULLAHOMA - TITLE COMMITMENT

FirstAmerican Title Insurance Company

Commitment Number: 4114

EXHIBIT A PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

Certain tracts or parcels of land lying and being in the 9th Civil District of Coffee County, Tennessee, bounded and described as follows, to-wit:

TRACT NO. 1: To find the POINT OF BEGINNING, commence at an iron pin in the Southeast margin of Decherd Street, six hundred eighty (680) feet measured North 51 degrees 51 minutes 30 seconds East along the Southeastern margin of said Decherd Street from the Northeast margin of Anderson Street, said pin being in the Northeast corner of Lot 9, Oak Park Addition to Tullahoma, Tennessee, a plat of which is recorded in TDB 57, Pages 136 and 137 in the Register's Office of Coffee County, Tennessee; thence South 38 degrees 25 minutes East along the East line of said Lot 9, a distance of one hundred twenty eight and eleven hundredths (128.11) feet to an iron pin in the Northwest right-of-way line of the L&N RR Co., one hundred (100) feet northwestwardly from and at right angles to the center line of the Sparta Branch of the L&N's Atlanta Division at Valuation Station 37+82.12 which station is thirteen hundred seventy-seven and eighty-eight hundredths (1377.88) feet measured Southwesterly along the center line of said Sparta Branch from Mile Post 1, from Tullahoma, Tennessee, said iron pin being the POINT OF BEGINNING of the hereinafter described tract of land; thence South 38 degrees 25 minutes East along the east line of said Lot 9 a distance of fifty (50) feet to an iron pin drilled into concrete slab, said pin being fifty (50) feet northwestwardly from and at right angles to the center line of said main tract; thence South 51 degrees 51 minutes 30 seconds West, along a line fifty (50) feet northwestwardly from and parallel to the center line of said main tract a distance of one hundred ten (110) feet to an iron pin in the west line of lot 8 of said Oak Park Addition to Tullahoma, Tennessee; thence North 38 degrees 25 minutes West along the West line of said Lot 8, a distance of fifty (50) feet to a stake in the Northwest right-of-way line of the L&N RR Co.; thence North 51 degrees 51 minutes 30 seconds East along the northwest right-of-way line of the L&N RR Co., one hundred (100) feet northwestwardly from and parallel to the center line of said main tract a distance of one hundred and ten feet (110) feet to an iron pin, the POINT OF BEGINNING, containing 5500 square feet, 0.126 acre, more or less, being a part of the same property acquired by the Louisville and Nashville Railroad Company through merger between the Louisville and Nashville Railroad Company and The Nashville, Chattanooga & St. Louis Railway on August 30, 1957, the Agreement of Merger being recorded in Deed Book 85, Page 427, in the Register's Office for Coffee County, Tennessee.

Being the same property conveyed to Kokomo Grain Company, Inc. by deed of record in Deed Book 191, page 645, Register's Office, Coffee County, Tennessee.

TRACT NO. 2: A tract or plat of land in the City of Tullahoma, known as the Gold Kist Elevator property, and being more particularly describe as lots number 8 and 9 of Oak Park Addition to Tullahoma, a plat of which addition is of record in Book 57, Page 136 and 137, Register's Office for Coffee County, Tennessee to which reference is here made for further description, said lots adjoining each other and together fronting Decherd Street, a distance of 110 feet.

TULLAHOMA - TITLE COMMITMENT

First American Title Insurance Company

Commitment Number: 4114

EXHIBIT A PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

Being the same property conveyed to Kokomo Grain Company, Inc., by deed of record in Deed Book 191, page 648, Register's Office, Coffee County, Tennessee.

TRACT NO. 3: Being Lots No. Six (6) and Seven (7) of Oak Park Addition to Tullahoma, Tennessee, a plat of which is of record in Trust Deed Book 57, page 136, Register's Office, Coffee County, Tennessee, and being more specifically described as follows:

Beginning at an iron pin located in the southerly margin of East Decherd Street, the same being N 51° 18' E 250 feet from the Easterly margin of a 20 ft. alley; thence along the Southerly margin of East Decherd Street N 51° 18' E 100.0 feet to an iron pin; thence S 38° 25' E 199.6 feet to an iron pin; thence S 51° 18' W 100.0 feet to an iron pin; thence N 38° 25' W 199.6 feet to an iron pin, the same being the point of beginning, according to a survey by Alton C. Morris dated July 25, 1964.

Being the same property conveyed to Kokomo Grain Co., Inc., an Indiana Corporation, by deed of record in Deed Book 202, page 411, Register's Office, Coffee County, Tennessee.

TRACT NO. 4: Beginning at an iron pin located in the southerly margin of East Decherd Street, the same being N 51 deg. 15 min. E 460 feet from the easterly margin of a 20 foot alley; thence along the southerly margin of East Decherd Street N 51 deg. 15 min. E 250.0 feet to an iron pin; thence S 38 deg. 25 min. E 199.6 feet to an iron pin; thence S 51 deg. 18 min. W 250.0 feet to an iron pin; thence N 38 deg. 25 min. W 199.6 feet to an iron pin, the same being the point of beginning, and containing 1.15 acres more or less, according to a survey by R. I. Lowndes & Assoc., dated June 2, 2006.

Being the same property conveyed to Kokomo Grain Co., Inc. by deed of record in Deed Book 315, page 793, Register's Office, Coffee County, Tennessee.

TRACT NO. 5: BEING a vacant lot at 520 south side of East Decherd Street, formerly owned by Alonzo Hale.

Fronting 50 feet on the southerly side of East Decherd Street and running back between parallel lines in a southwesterly direction 199.6 feet to a rear lot line of 50 feet, being a portion of the Oak Park Addition to the City of Tullahoma, Tennessee, of record in Trust Deed Book 57, page 136, Register's Office, Coffee County, Tennessee.

Being the same property conveyed to Kokomo Grain Company, Inc. by deed of record in Deed Book 331, page 749, Register's Office, Coffee County, Tennessee.

RAILROAD INFORMATION

KOKOMO GRAIN INC.

AUCTION 4/18/18

**Railroad Information Attached
Decherd, TN**

Note: Kokomo Grain Inc. stated they pay no fees/leases for Tullahoma railroad access currently as they believe they own the siding.

*This information is not warranted by Kokomo Grain Inc. or Agent(s).

RAILROAD INFORMATION

Fwd: CSX

Page 2 of 9



Erik Corrigan
Contract Specialist

March 11, 2015

KOKOMO GRAIN CO
406 1ST AVE N
DECHERD, TN 37324

Re: Customer Key No. 000J82351n

This letter is in reference to the private sidetrack serving your facility at Decherd, TN which connects to the CSX Transportation (CSXT) Network. Our records indicate that there was no freight carload activity over the sidetrack during the 2014 calendar year. Keeping in mind the many factors that may be contributing to the lack of use, connection to a dormant sidetrack creates a risk to the CSXT Network.

CSXT cannot continue to bear the sole expense and risk of keeping the connection to your sidetrack in place at the current level of use. However, your company may want to preserve rail access at this location for the additional logistical options rail service provides. As an alternative to the removal of the switch connection, CSXT is willing to keep the switch connection and any sidetrack agreement in place in exchange for payment of an Annual Continuation Charge ("ACC").

The current initial ACC for your level of traffic is Seven Thousand Five Hundred and 00/100 U.S. Dollars (\$7,500.00). CSXT reserves the right to adjust both the minimum carload amount and the amount of the ACC on a periodic basis, but not more than once a year. Also, please note that the ACC may be waived in a future year if CSXT is notified that carload freight shipments have increased to a sufficient level. Removal of your switch does not preclude you from continuing to use rail in the future. CSXT offers several alternatives that would allow your company to continue to leverage the safety, environmental friendliness, and economics of rail, and would love to discuss those opportunities with you.

Please review the attached statement of fees and remit payment within 30 days via the address listed on the statement of fees. Should you have any questions or wish to discuss this option further, please contact me at 904-279-3961 or Erik_Corrigan@csx.com.

Sincerely,

Erik Corrigan

CSX Transportation, Inc.
501 West Street, 1100
Jacksonville, FL 32202

3/13/18
Paid
\$7500 for
2015
NO PAYMENT
SWCS

"Your Trusted Advisor"

CSX Transportation, 617 Southeast Orange Street, 1100 Jacksonville, Florida 32202

RAILROAD INFORMATION

Fwd: CSX

Page 8 of 9



SEABOARD SYSTEM RAILROAD

500 Water Street
Jacksonville, Florida 32202
(904) 359-1388

P. M. Stark
Director of Real Estate

November 17, 1983
56055-028

Mr. & Mrs. Raymond L. Orman
1002 West Morgan Street
Sokomo, IN 44901

Dear Mr. Mrs. Orman:

Please refer to the below listed agreement whereby the following
trackage at or near the below listed location(s) is leased to your Company:

IAN 54903, dated September 4, 1983, for 428 feet of Track No.
237 at Dechard, TN

Our standard rate for lease of Seaboard owned trackage is \$2.15 per
track foot per annum, plus applicable sales tax. In connection with our
established system-wide program for placing all rentals under existing
agreements covering lease of such trackage on a current basis, this is to
advise that effective September 4, 1984, rental under the above mentioned
agreement will be increased to \$1,680 per annum, plus applicable sales tax.
I am attaching hereto, in duplicate, proposed supplemental agreement dated
October 19, 1983, between our respective companies to provide for this
increase in rental.

It will be appreciated if you will arrange to have the supplemental
agreement properly executed, have the execution witnessed by two persons, and
return the original to me, retaining the duplicate original for your
records. Your promptness in this matter will be greatly appreciated.

Thank you for your patronage, and with kind wishes, I am

Yours very truly,



P. M. Stark
Director of Real Estate

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RAILROAD INFORMATION

Fwd: CSX

Page 9 of 9

Form 116, Sheet 1
EE-56059
CS-1AN-54903-9ap
3IN1919839 21

THIS SUPPLEMENTAL AGREEMENT, made this 19th day of October, 1981
between the SEABOARD SYSTEM RAILROAD, INC., a Virginia corporation,
hereinafter referred to as the Railroad; and RAYMOND L. ORTMAN and
ELIZABETH J. ORTMAN, individuals, hereinafter referred to as the Industry;

WITNESSETH: - That

WHEREAS, on September 4, 1969, an agreement (including any supplement
thereto or assignment thereof, was entered into between the parties hereto
covering lease of 400 feet of Track No. 237, at or near Dashed, Franklin
County, Tennessee, as more particularly described in said agreement to which
reference is hereby made; and

WHEREAS, said agreement shall be amended as herein set forth;

NOW, THEREFORE, in consideration of the premises, it is mutually agreed
that the said agreement shall be amended as follows:

- I. The rental to be paid by Industry to the Railroad for the leased track
shall be increased to \$1,800.00 per annum, plus sales tax if applicable,
effective September 4, 1984.
- II. Except as hereby amended, said agreement shall remain in full force and
effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be
duly signed, sealed and delivered in duplicate effective the day and year
first above written.

WITNESSES FOR RAILROAD:

SEABOARD SYSTEM RAILROAD, INC.:

Leslie S. Hurd

By G. M. Stahl (L.S.)
Director of Real Estate

Anna J. Clemente

WITNESSES FOR INDUSTRY:

(Raymond L. Ortman) (L.S.)

(Elizabeth J. Ortman) (L.S.)

RAILROAD INFORMATION

Fwd: CSX

Page 2 of 4



KOKOMO GRAIN CO
406 1ST AVE N
DECHERD, TN 37324

Re: Customer Key No. 000J823516

ANNUAL CONTINUATION CHARGE
Decherd, TN

RAILROAD INFORMATION

Fwd: CSX

Page 3 of 4

PAYMENT SHOULD BE REMITTE]

CSX Transportation, Inc.
500 Water Street, J-180
Jacksonville, FL 32202
Attn: Erik Corrigan

If you have any questions concerning tl
address, please contact 904-279-3961 c

CSX Transportation - 6737 Southp

RAILROAD INFORMATION

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THIS DEED, made this 28th day of October, 1985, between SEABOARD SYSTEM RAILROAD, INC., a Virginia corporation, hereinafter called "Grantor"; KOKOMO GRAIN, whose mailing address is 1002 West Morgan Street, Kokomo, Indiana, 46901, hereinafter called "Grantee"; and UNITED STATES TRUST COMPANY OF NEW YORK, Trustee under The Nashville, Chattanooga & St. Louis Railway First Mortgage, dated February 1, 1928, made by the former Nashville, Chattanooga & St. Louis Railway and under the First and Refunding Mortgage dated August 1, 1921, made by the former Louisville and Nashville Railroad Company, to which Seaboard System Railroad, Inc., is successor by merger, hereinafter called "Trustee".

(Wherever used herein, the terms "Grantor" and "Grantee" shall be construed in the singular or plural as the context may require or admit and shall include the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations.)

W I T N E S S E T H:

THAT the Grantor, for and in consideration of the sum of TWO THOUSAND EIGHT HUNDRED NO/100 (\$2,800.00), cash in hand paid, the receipt of which is hereby acknowledged, does hereby release, remise and forever quitclaim to the Grantee, all its right, title and interest in and to that certain tract or parcel of land situate, lying and being at Dechard, County of Franklin, State of Tennessee, and being more particularly described as follows:

A parcel of Grantor's surplus property at Dechard, Franklin County, Tennessee, more particularly described as follows: Begin at the point of intersection of the northwesterly line of Chestnut Street and Grantor's southwesterly property line; thence northeasterly along said northwesterly line of Chestnut Street, a distance of 35 feet to a point; thence northwesterly 150 feet to a point 50 feet from and at right angles to the center line of Grantor's Chattanooga Subdivision main track; thence southeasterly along a line 50 feet from and parallel with said center line of main track, a distance of 372 feet to a point; thence southerly a distance of 37 feet to a point; thence southwesterly a distance of 41 feet to a point Grantor's southwesterly property line; thence northwesterly along said property line of Grantor, a distance of 260 feet to the point of beginning, containing 0.32 acre, more or less; the foregoing being part of the same premises acquired by The Nashville, Chattanooga & St. Louis Railway by deed dated July 31, 1889, recorded in Book 14, Page 205, and subsequently by Grantor herein by virtue of the merger on August 30, 1957, of The Nashville, Chattanooga & St. Louis Railway into the Louisville and Nashville Railroad Company, recorded in Book 94, Page 303, the subsequent merger on December 29, 1982, of the Louisville and Nashville Railroad Company into the Seaboard Coast Line Railroad Company, recorded in Trust Book 294, Page 788 and the subsequent change of name on December 29, 1982, of the Seaboard Coast Line Railroad Company to the Seaboard System Railroad, Inc., recorded in Trust Book 294, Page 791.

TO HAVE AND TO HOLD all the estate, right, title, lien, interest and claim whatsoever of Grantor, either in law or equity, together with all and singular the appurtenances thereto belonging or in anywise appertaining, to the proper use, benefit and behoof of Grantee forever.

HOMER J. MORRIS
PROPERTY ASSESSOR
FRANKLIN COUNTY

This instrument was prepared by
William C. Hasney
Attorney
500 Water Street, Jacksonville, Fla.

Real Property Tax Responsibility:

Kokomo Grain
1002 West Morgan Street
Kokomo, Indiana 46901

RAILROAD INFORMATION

- 2 -

Grantee, by acceptance of this deed, hereby agrees to construct and maintain, in accordance with all applicable statutes, ordinances, building codes, subdivision covenants and restrictions, an adequate roof and surface drainage system from the land hereinabove conveyed to the nearest drainage or storm sewer system in order to prevent the discharging of roof, surface and other drainage waters upon the right of way or lands and other facilities or property of the Grantor. The covenant of Grantee to construct and maintain such a drainage system shall be construed as a perpetual covenant running with the land hereinabove conveyed, and shall be binding upon Grantee or anyone claiming title to or holding said property through Grantee.

The recitals of fact made hereinabove are to be taken only as recitals made by Grantor and not by Trustee.

The property hereinabove conveyed is subject to the lien of the First and Refunding Mortgage made by the former Louisville and Nashville Railroad Company, dated as of August 1, 1921, as supplemented and modified, and in addition, is also subject to the prior lien of that mortgage from The Nashville, Chattanooga and St. Louis Railway, dated February 1, 1928, as supplemented and modified, under which mortgages the United States Trust Company of New York is Trustee, and the Trustee joins herein for the purpose of releasing and does hereby release the property hereinabove conveyed from the liens of said mortgages pursuant to the provisions of Section 1 of Article Ten thereof of the August 1, 1921, mortgage and to the provisions of Section 1 of Article Ten thereof of the February 1, 1928, mortgage.

IN WITNESS WHEREOF, the Grantor and Trustee have hereunto subscribed their names, this the day and year first above written.

Signed, sealed and delivered
in the presence of:

Betty A. Jones
Paul H. Huffman

Signed, sealed and delivered
in the presence of:

Paul Grandi
Harold F. ...

SEABOARD SYSTEM RAILROAD, INC.

By J. L. ...
Vice President

Attest Edward J. Kidel
Assistant Secretary

UNITED STATES TRUST COMPANY OF
NEW YORK, as Corporate Trustee
as aforesaid.

By ...
Vice President

Attest ...
Assistant Secretary

RAILROAD INFORMATION

U.S. TRUST COMPANY OF NEW YORK FORM

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

Personally appeared before me, MASON SNYDER, a Notary Public of the State and County aforesaid, JAMES E. LOGAN and John Guiliano with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the Assistant Vice President and Assistant Secretary, respectively, of the United States Trust Company of New York, a corporation, the within-named Trustee of the aforesaid mortgage, and that they as such Assistant Vice President and Assistant Secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation thereto by JAMES E. LOGAN, as its Assistant Vice President and attesting the same by John Guiliano, as its Assistant Secretary, and affixing the corporate seal thereto.

Witness my hand and seal at office in New York, this 1st day of November, 1985.

My commission expires _____.

Mason E. Snyder
Notary Public
MASON E. SNYDER
Notary Public, State of New York
o. 48-22503
Qualified in New York County
Commission Expires March 30, 1986

(Notarial Seal)



RAILROAD INFORMATION

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is \$ 2800.00 which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

Suzanne B. Reed
Affiant

Subscribed and sworn to before me this 28 day of May 1986

Suzanne B. Reed
NOTARY PUBLIC

My commission expires 5-3-89



FRANKLIN COUNTY, TENNESSEE
State Tax on Transfers and Mortgages
(Item 5, General Revenue Act)
Transfer Tax \$ 7.28
Mortgage Tax _____
Clerk's Fee 0.50
Total Paid 7.78
Receipt No. 13426
Received by SR
Date 5-28-86

STATE OF TENNESSEE, FRANKLIN COUNTY

Register's Office May 28, 1986

I, Mrs. Jean Reed, Register for said County, do certify that the foregoing instrument and certificate, are registered in said office in Deed Book 211 page 277 that they were received May 28, 1986 at 10:50 o'clock A. M. and entered in Note Book P page 333.

Jean Reed Register
SR

PHOTOS

PHOTOS - DECHERD LOCATION



PHOTOS - DECHERD LOCATION



PHOTOS - DECHERD LOCATION



PHOTOS - DECHERD LOCATION



PHOTOS - DECHERD LOCATION



PHOTOS - DECHERD LOCATION



PHOTOS - DECHERD LOCATION



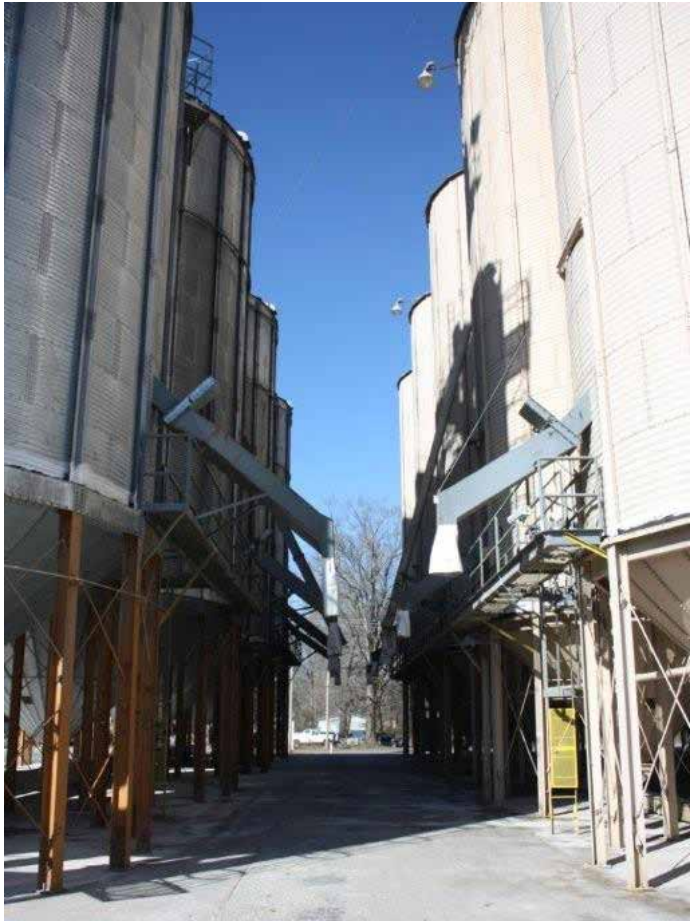
PHOTOS - TULLAHOMA LOCATION



PHOTOS - TULLAHOMA LOCATION



PHOTOS - TULLAHOMA LOCATION



PHOTOS - TULLAHOMA LOCATION





SCHRADER REAL ESTATE & AUCTION CO., INC.

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

260-244-7606 or 800-451-2709

SchraderAuction.com



McLemore Auction Company, LLC

470 Woodycrest Ave., Nashville, TN 37210

615-517-7675

mclmoreauktion.com

