

REAL ESTATE AUCTION

Allen County, Indiana

**79±
ACRES**

*Offered in 4 Tracts
or in Combination*

- MOSTLY ALL TILLABLE
- COUNTRY HOME BUILDING SITES
- 1 MILE SOUTH OF I-469
- 2 MILES NORTH OF POE, IN
- BUYER TO RECEIVE SELLER'S SHARE
OF 2019 CROPS & 2020 FARMING RIGHTS

Monday,

JUNE 24 at 6:00pm

held at

St Joseph Hessen Cassel Catholic Church Recreation Hall

11337 Old US 27 S. Ft Wayne, IN • Online Bidding Available

 **SCHRADER**
REAL ESTATE & AUCTION
of Fort Wayne

INFORMATION BOOKLET

DISCLAIMER

All information contained is believed to be accurate and from accurate resources. However, buyers are encouraged to do their own due diligence. Schrader Auction Company assumes no liability for the information provided.

AUCTION
MANAGERS

Mike Roy • 260.437.5428 & Jerry Ehle • 260.410.1996



7009 N River Rd, Fort Wayne, IN 46815

800.340.0445 | 260.749.0445 | www.schraderfortwayne.com

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BIDDER PRE-REGISTRATION FORM

MONDAY, JUNE 24, 2019
79 ACRES – FORT WAYNE, INDIANA

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,
P.O. Box 508, Columbia City, IN, 46725,
Email to auctions@schraderauction.com or fax to 260-244-4431, no later than Monday, June 17, 2019.
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
79± Acres • Allen County, Indiana
Monday, June 24, 2019

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 Monday, June 24, 2019 at 6:00 PM.
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$_____. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

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

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

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

8. **TECHNOLOGY DISCLAIMER:** Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet *in lieu of actually attending the auction* as a personal convenience to me.
9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Monday, June 17, 2019**. Send your deposit and return this form via fax to: **260-244-4431**.

I understand and agree to the above statements.

Registered Bidder's signature

Date

Printed Name

This document must be completed in full.

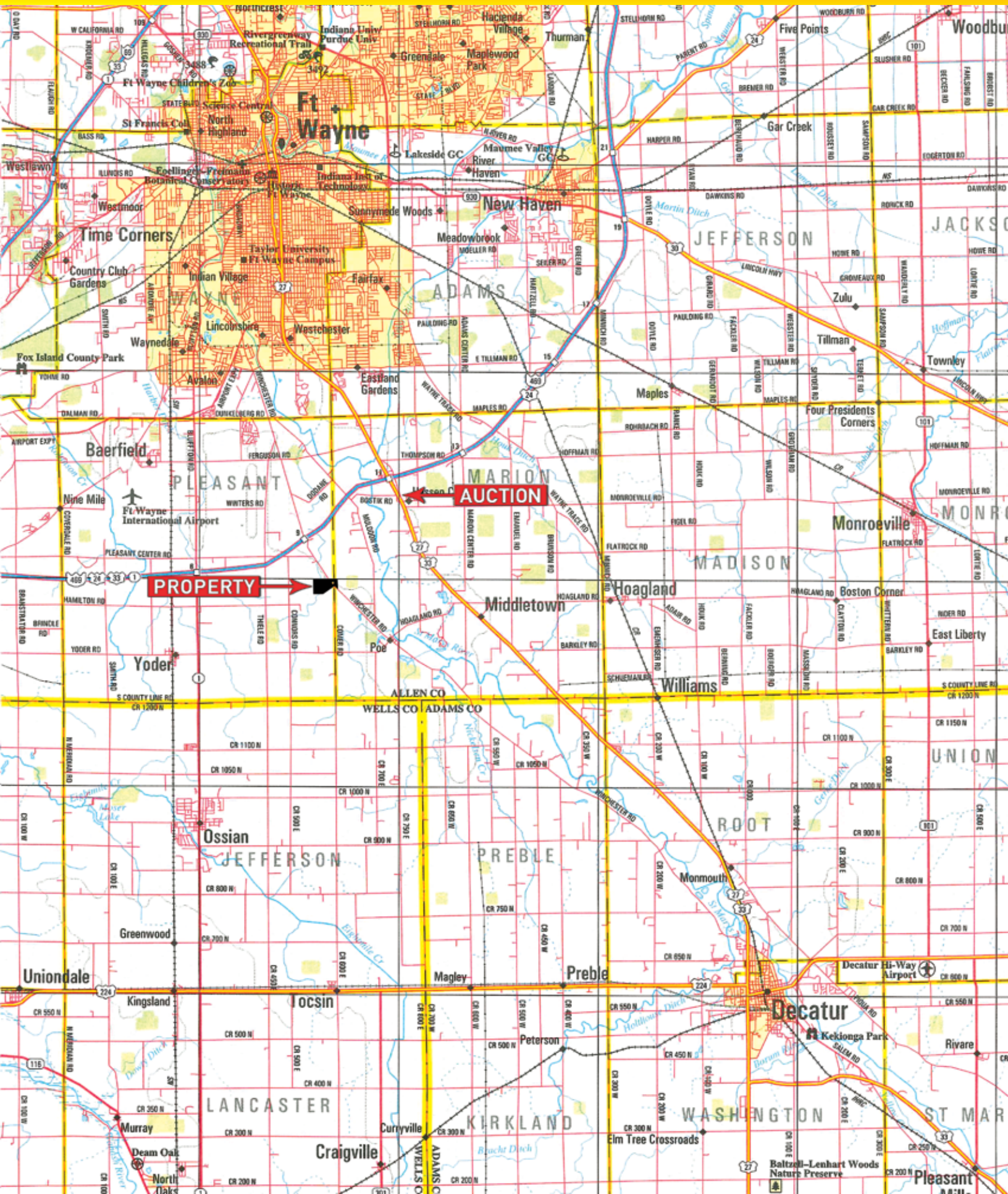
Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

E-mail address of registered bidder: _____

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

LOCATION MAP

LOCATION MAP



TRACT MAP

TRACT MAP



INSPECTION DATE: Thursday June 6 from 4:00 - 6:00 pm

PROPERTY LOCATION: 14200 Winchester Rd, Ft Wayne, IN. Located 1 Mile South of I-469 & 2 Miles North of Poe, IN.

AUCTION LOCATION: St. Joseph Hessen Cassel Catholic Church Recreation Hall, 11337 Old Us 27 South, Ft Wayne, IN



Online Bidding Available

You may bid online during the auction at schraderauction.com. You must be registered One Week in Advance of the Auction to bid online. For online bidding information, call Kevin Jordan at Schrader Auction Company - 800-451-2709.

TRACT DESCRIPTIONS

REAL ESTATE AUCTION

Allen County
INDIANA

MONDAY, JUNE 24

starting at 6:00pm
ONLINE BIDDING AVAILABLE

- MOSTLY ALL TILLABLE
- COUNTRY HOME BUILDING SITES
- BUYER TO RECEIVER SELLER'S SHARE OF 2019 CROPS AND 2020 FARMING RIGHTS

79± ACRES

Offered in 4 Tracts
or in Combination



TRACT #1: 5± acre building site located on the north side of Winchester Rd., Triangular in shape with over 750' frontage on Winchester Road and over 600' across the north edge. Good rise in the middle for a great country building site or combine with Tracts 2 & 3 for a mini farm.

TRACT #2: 4± acre building site located on the north side of Winchester Rd., Triangular in shape with over 500' frontage on Winchester Road and over 730' across the south edge. Good rise in the middle for a great country building site or combine with Tracts 1 & 3 for a mini farm.

TRACT #3: 2± acre Swing Tract located northeast of the existing homestead. This tract can only be purchased by an existing adjoining landowner or put in combination with either or Tracts 1 & 2. Take advantage of the opportunities this tract offers you to combine with either tract to add additional acres to your home site or mini farm.

TRACT #4: 68± acre mostly tillable farm. This piece lies completely on the south side of Winchester Road with nearly 980' of frontage. This tract is mostly Pewamo silty clay loam on the higher areas and Blount silt loam on the lower areas. The Snyder open ditch runs across the farm with a 16' wide modern bridge constructed in 2018 allowing access to the rear 38 acres. The Webster tile runs across the front of the farm allowing for outlet access. Over 30,000 feet of new tile has been installed every 50' since 2004. An area on either side of the Snyder ditch is in the flood plain. This farm is well drained and highly productive.

Many options available!

Create your mini-farm or have individual country building sites with a great location and easy access to I-469 or combine all 4 tracts for a highly productive, well tiled farm.



SELLER: Carol J. Benschneider Trust

ATTORNEY FOR THE ESTATE: Mark A. Hartman

Terms and Conditions

PROCEDURE: Tracts 1- 4 will be offered in individual tracts, and in any combination of these tracts, or as a total unit per swing tract rules. There will be open bidding on all tracts and combinations during the auction as determined by the auctioneer. The property will be bid in the manner resulting in the highest total sale price.

DOWN PAYMENT: 10% Cash down payment at close of auction. Cash or cashier's check or a personal or corporate check immediately negotiable is satisfactory for the down payment. **Your bidding is not conditional upon financing, so be sure you have arranged financing, if needed, and are capable of paying cash at closing.**

APPROVAL OF BID PRICES: At the close of the auction, Buyer(s) will be required to execute an Agreement to Purchase Real Estate and Addendum. The terms of this agreement and addendum are non-negotiable.

DEED: Seller shall provide a Personal Representative's and Owner's Title Insurance Policy.

EVIDENCE OF TITLE: Seller shall provide title insurance in the amount of the purchase price.

CLOSING: Balance of purchase price is due in cash at closing, which will take place on or before July 29, 2019. The cost for an insured closing will be shared 50/50 between Buyer and Seller.

POSSESSION: Possession is at harvest of the 2019 crop. Buyer will receive seller's share of the 2019 crop. Buyer will Receive 2020 farming rights.

REAL ESTATE TAXES: Taxes shall be pro-rated to date of closing.

DITCH ASSESSMENTS: Buyer shall pay all ditch assessments due after closing.

ACREAGE: All acreage is approximate and has been estimated based on current legal descriptions and/or aerial photos.

PERIMETER DRAIN TILE EASEMENT: If tracts 1 and 2 and 3 are purchased separately, a Declaration of Easement will be recorded as Addendum "B" providing for drainage easement rights for future septic systems on the land tracts.

SURVEY: The Seller shall provide a new survey where there is no existing legal description or where new boundaries are created by the tract divisions in the auction. Any need for a new survey will be determined solely by the Seller, cost of the survey will be split 50/50 between Buyer and Seller. The type of survey performed shall be at the Seller's option and sufficient for providing title insurance. Closing prices shall be adjusted to reflect any difference between advertised and surveyed acres. In the event that the entire property sells to one buyer there shall be no survey.

EASEMENTS: All real estate is being sold subject to any existing recorded easements. Existing recorded leases, if any will be assigned to the Buyer.

DISCLAIMER AND ABSENCE OF WARRANTIES: All information contained in this brochure and all related materials is subject to the Terms and Conditions outlined in the Purchase Agreement. Your bids are to be based solely upon your inspection. All real estate is sold "as is" without physical warranty. Seller and agent are not assuming any responsibility for warranty of any specific zoning classifications, location of utilities, assurance of building permits, driveway permits or water and septic permits. Tract acreage has been estimated based on aerial photographs. The property is being sold on an "AS IS, WHERE IS" basis, and

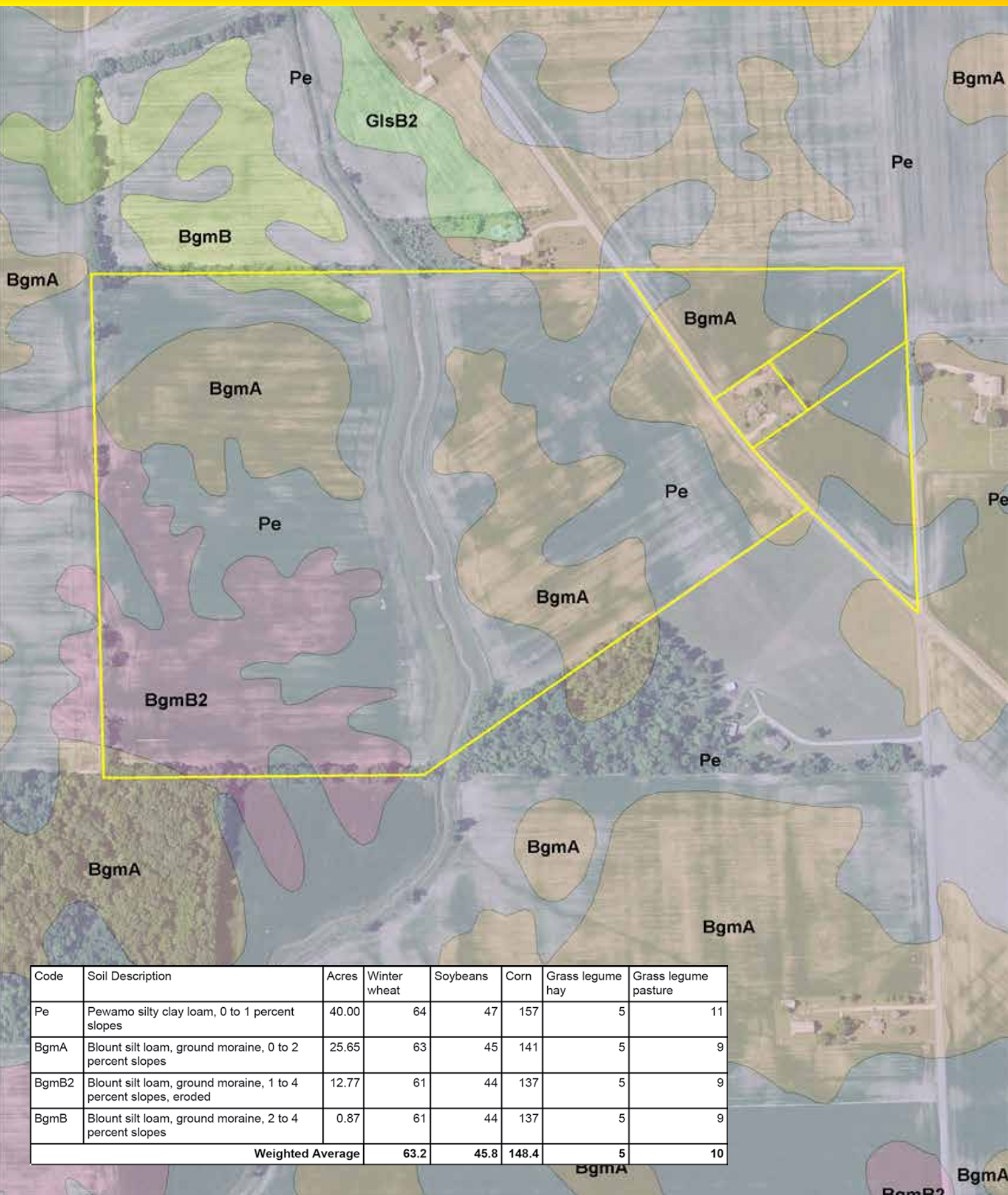
no warranty or representation, either express or implied, concerning the property is made by the Seller or the Auction Company. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company. All sketches and dimensions in this brochure are approximate. Except for any express warranties set forth in the sale documents, purchaser(s) assumes all risks thereof and acknowledges that in consideration of the other provisions contained in the sale documents, Seller and the Auction Company make no warranty or representation, express or implied or arising by operation of law, including an warranty of merchantability or fitness for a particular purpose of the property, or any part thereof, and in no event shall Seller or the Auction Company be liable for any consequential damages. Conduct of the auction and increments of bidding are at the direction and discretion of the auctioneer. The Seller and Auction Company 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.

STOCK PHOTOGRAPHY: Growing corn photo is for illustrative purposes only and was not photographed on the auction property.

SOILS MAP

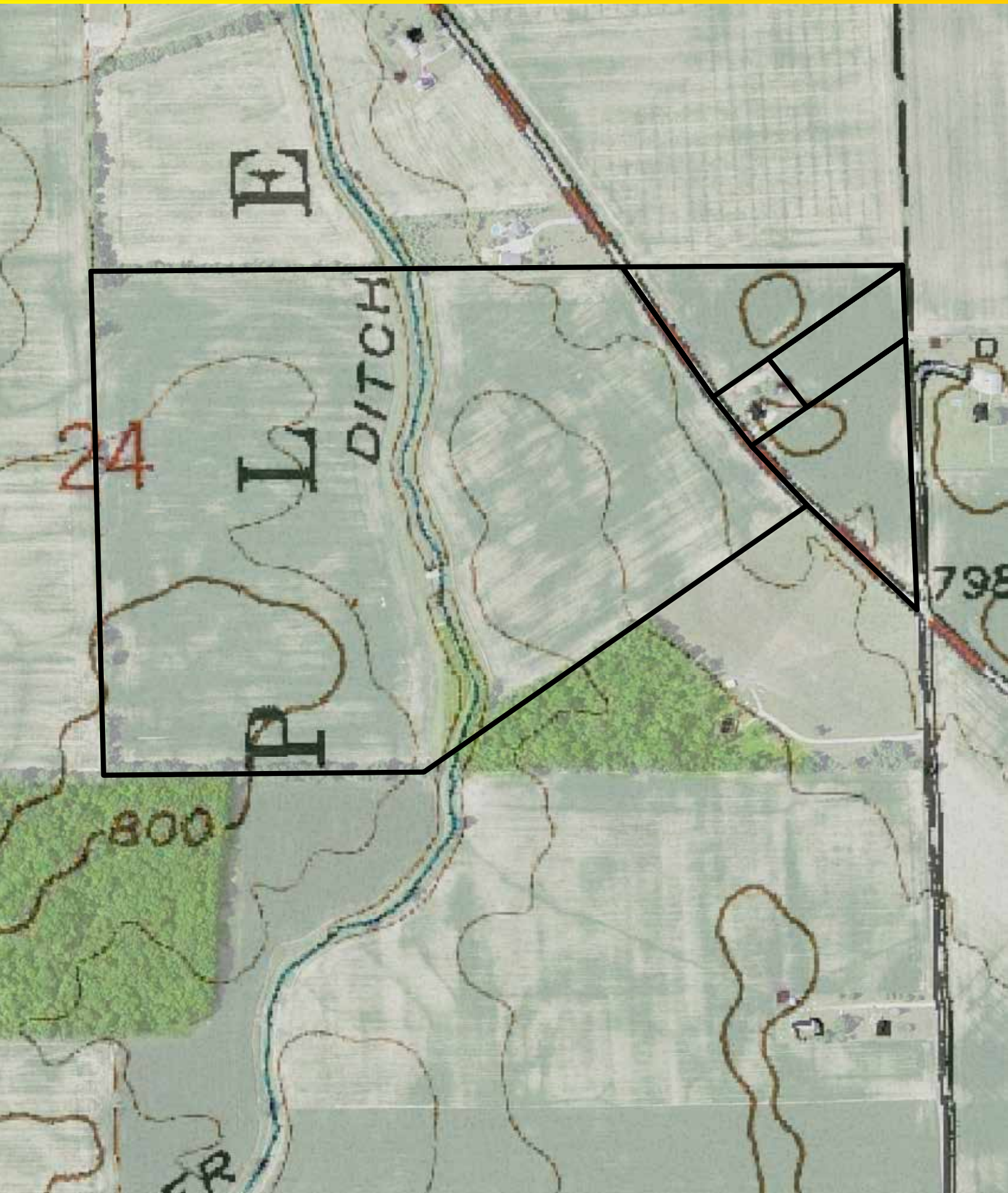
SOILS MAP



Code	Soil Description	Acres	Winter wheat	Soybeans	Corn	Grass legume hay	Grass legume pasture
Pe	Pewamo silty clay loam, 0 to 1 percent slopes	40.00	64	47	157	5	11
BgmA	Blount silt loam, ground moraine, 0 to 2 percent slopes	25.65	63	45	141	5	9
BgmB2	Blount silt loam, ground moraine, 1 to 4 percent slopes, eroded	12.77	61	44	137	5	9
BgmB	Blount silt loam, ground moraine, 2 to 4 percent slopes	0.87	61	44	137	5	9
Weighted Average			63.2	45.8	148.4	5	10

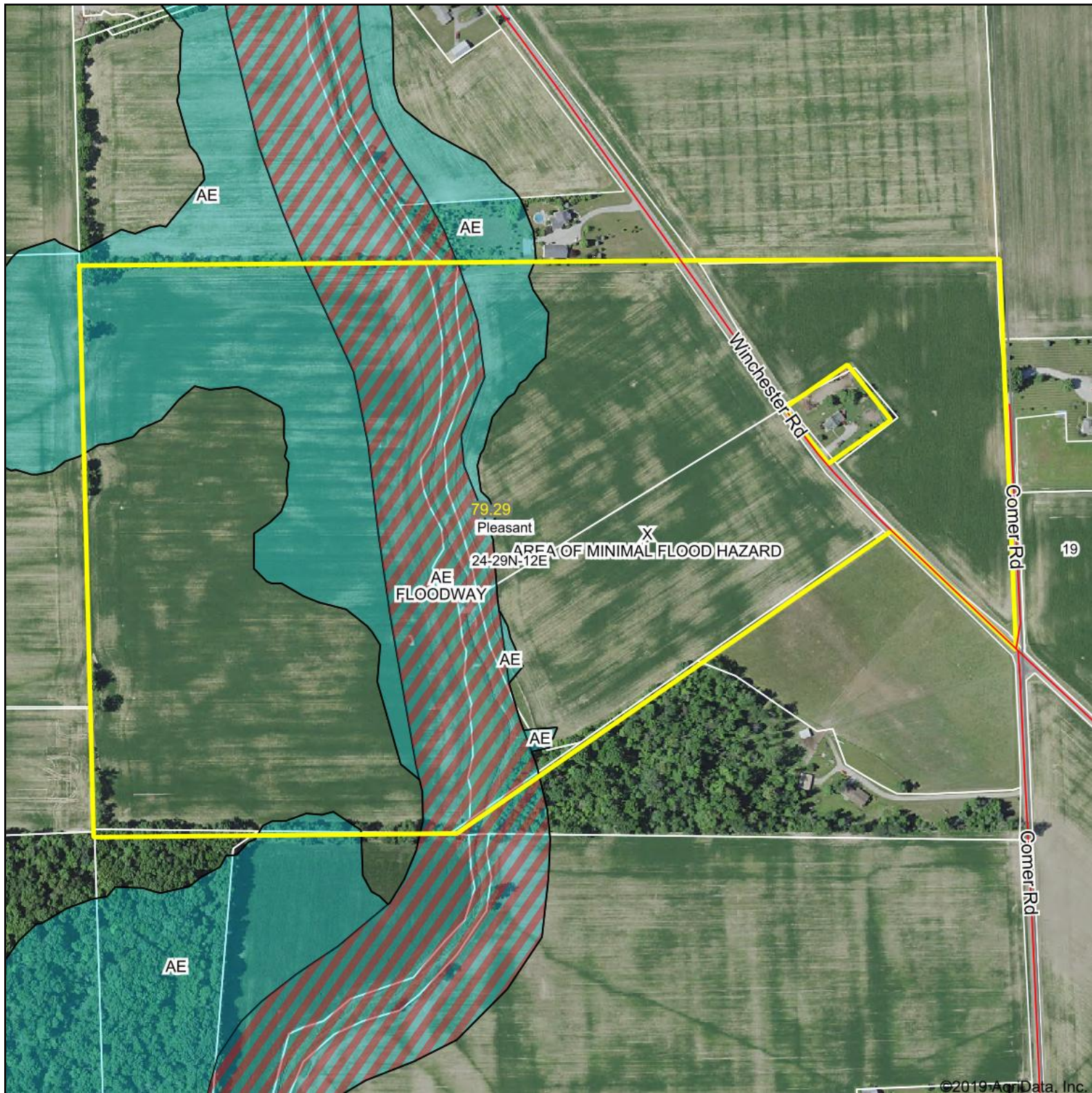
TOPOGRAPHY MAP

TOPOGRAPHY MAP



FLOOD ZONE MAP

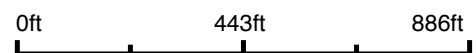
FLOOD ZONE MAP



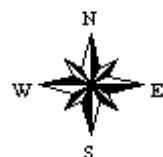
©2019 AgriData, Inc.



map center: 40° 57' 10.16, -85° 6' 54.46



24-29N-12E
Allen County
Indiana



4/22/2019

FSA INFORMATION

FSA INFORMATION

INDIANA
ALLEN
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

FARM : 6667
Prepared : Jun 3, 2019
Crop Year : 2019

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

Operator Name : JAY A WAGNER
Farms Associated with Operator : 18-003-2462, 18-003-3793, 18-003-3794, 18-003-6664, 18-003-6667, 18-003-9059, 18-003-9282, 18-003-9283, 18-003-9284, 18-003-10871, 18-003-11215, 18-003-12317, 18-003-12318, 18-003-12319
CRP Contract Number(s) : None
Recon ID : None

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
78.78	74.58	74.58	0.00	0.00	0.00	0.00	0.00	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL	Acre Election	EWP	DCP Ag.Rel. Activity	Broken From Native Sod
0.00	0.00	74.58	0.00		0.00		0.00	0.00	0.00

Crop Election Choice

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

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	CTAP Yield	PLC Yield	HIP
Corn	33.40	0.00	0	122	
Soybeans	33.40	0.00	0	43	
TOTAL	66.80	0.00			

NOTES

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Tract Number : 11458

Description : F12/2B PLEASANT TWP SEC 24 WEST OF WINCHESTER RD.
FSA Physical Location : INDIANA/ALLEN
ANSI Physical Location : INDIANA/ALLEN
BIA Unit Range Number :
HEL Status : HEL determinations not completed for all fields on the tract
Wetland Status : Tract contains a wetland or farmed wetland
WL Violations : None
Owners : CAROL BENSCHNEIDER
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
78.78	74.58	74.58	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel. Activity	Broken From Native Sod
0.00	0.00	74.58	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	CTAP Yield	PLC Yield
Corn	33.40	0.00	0	122

FSA INFORMATION

INDIANA
ALLEN
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

FARM : 6667
Prepared : Jun 3, 2019
Crop Year : 2019

Abbreviated 156 Farm Record

Tract 11458 Continued ...

Soybeans	33.40	0.00	0	43
TOTAL	66.80	0.00		

NOTES

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

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

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

PROPERTY CARD

Aq/Rural Res Homesites 05
1/2

100. Vacant Land

14200 WINCHESTER RD

Benschneider Carol Jean Co-Trs

02-17-24-400-001.000-059

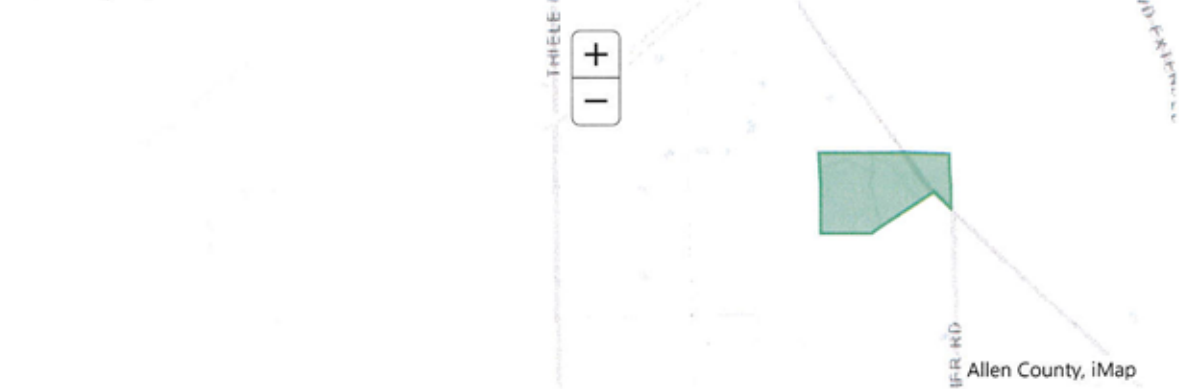
General Information				Ownership		Transfer of Ownership				Notes		
Parcel Number 02-17-24400-001,000-059		Benschneider Carol Jean Co-Trs c/o DeWayne Coleman 4498 N 100 E Bluffton, IN 46714		Date 02/25/2005	Owner Benschneider Carol Je	Doc ID	Code	Book/Page	Adj Sale Price	V/I		
Local Parcel Number 25-0024-0016				05/21/1999	BENSCHNEIDER CAR	0	WD	98/16003	\$0	I		
Tax ID:				01/01/1900	BENSCHNEIDER CAR		WD	/	\$0	I		
24.39CH N OF S 24.39CH E1/2 EX S 250 OF 697FT & EX 1A E OF RD & EX 13.713A SE PT SEC 24												
<div></div>												
Property Class 100 Vacant Land												
Year: 2019												
Routing Number - - -												
Location Information												
County Allen		01/11/2019		Assessment Year 2019	2018	2017	2016	2015				
Township PLEASANT TOWNSHIP		Indiana Cost Mod		Reason For Change As Of Date	AA	AA	AA	AA				
District 059 (Local 025) 059 PLEASANT (25)		1.0000		Valuation Method Equalization Factor	03/15/2019	03/18/2017	04/30/2016	05/20/2015				
School Corp 0235 FORT WAYNE COMMUNITY				Valuation Method Equalization Factor	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod				
				Notice Required	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Land		\$119,500	\$119,500	\$119,500	\$123,300	\$141,700	\$150,100	\$157,000				
Land Res (1)		\$0	\$0	\$0	\$0	\$0	\$0	\$0				
Land Non Res (2)		\$119,500	\$119,500	\$119,500	\$123,300	\$141,700	\$150,100	\$157,000				
Land Non Res (3)		\$0	\$0	\$0	\$0	\$0	\$0	\$0				
Improvement		\$0	\$0	\$0	\$0	\$0	\$0	\$0				
Imp Res (1)		\$0	\$0	\$0	\$0	\$0	\$0	\$0				
Imp Non Res (2)		\$0	\$0	\$0	\$0	\$0	\$0	\$0				
Imp Non Res (3)		\$0	\$0	\$0	\$0	\$0	\$0	\$0				
Total		\$119,500	\$119,500	\$119,500	\$123,300	\$141,700	\$150,100	\$157,000				
Total Res (1)		\$0	\$0	\$0	\$0	\$0	\$0	\$0				
Total Non Res (2)		\$119,500	\$119,500	\$119,500	\$123,300	\$141,700	\$150,100	\$157,000				
Total Non Res (3)		\$0	\$0	\$0	\$0	\$0	\$0	\$0				
Land Data (Standard Depth: Res 120', CI 120' Base Lot: Res 0' X 0', CI 0' X 0')												
Land Type	Pricing Method	Soil ID	Act Front.	Size	Factor	Rate	Adj. Rate	Ext. Value	Infl. %	Res Elig %	Market Factor	Value
4	A	PE	0	39.4870	1.11	\$1,560	\$1,732	\$68,391	0%	0%	1.0000	\$68,390
4	A	BMB2	0	9.6000	0.85	\$1,560	\$1,326	\$12,730	0%	0%	1.0000	\$12,730
4	A	MRB2	0	0.6000	0.77	\$1,560	\$1,201	\$721	0%	0%	1.0000	\$720
4	A	BMB	0	2.6000	0.89	\$1,560	\$1,388	\$3,609	0%	0%	1.0000	\$3,610
4	A	BMA	0	24.5000	0.89	\$1,560	\$1,388	\$34,006	0%	0%	1.0000	\$34,010
81	A	ROB2	0	1.5000	1.00	\$1,560	\$1,560	\$2,340	-100%	0%	1.0000	\$00
82	A	ROB2	0	1.0000	1.00	\$1,560	\$1,560	\$1,560	-100%	0%	1.0000	\$00
Market Model N/A												
Topography Level												
Flood Hazard Level												
Public Utilities All												
ERA <input type="checkbox"/>												
Streets or Roads Paved												
TIF <input type="checkbox"/>												
Neighborhood Life Cycle Stage Other												
Printed Monday, March 18, 2019												
Review Group		2019		Data Source		N/A		Collector		Appraiser		
Total Value \$119,500												

TAX STATEMENTS

TAX STATEMENTS

Winchester Rd

Fort Wayne, IN 46819



Property

Information

Tax Year/Pay Year

2018 / 2019

Parcel Number

02-17-24-400-001.000-059

Property Type

Real

Tax Unit / Description

59 - Pleasant

Property Class

AGRICULTURAL - VACANT LAND

Owner of Record

Benschneider Carol Jean Co-Trs

Mailing Address

c/o DeWayne Coleman 4498 N 100 E Bluffton, IN 46714

Mortgage Company

no data

Tif

no data

Provide Electronic Billing?

No

Duplicate Number

1958638

Homestead Credit Filed?

No

Over 65 Circuit Breaker?

No

Homestead

no data

PTRC Bus / Res

0 / 0

Legal Description

Not to be used on legal documents

Legal Description

24.39ch N Of S 24.39ch E1/2 Ex S 250 Of 697ft & Ex 1a E Of Rd & Ex 13.713a Se Pt Sec 24

Section

0024

Township

0017

Range

no data

Parcel Acres

79.29

Lot Number

no data

Block / Subdivision

no data

TAX STATEMENTS

Billing

Current Account Balance

\$0.00

Billing Details

	Tax Bill	Adjustments	Balance
Spring Tax:	\$1,094.13	\$0.00	\$1,094.13
Spring Penalty:	\$0.00	\$0.00	\$0.00
Spring Annual:	\$0.00	\$0.00	\$0.00
Fall Tax:	\$1,094.13	\$0.00	\$1,094.13
Fall Penalty:	\$0.00	\$0.00	\$0.00
Fall Annual:	\$0.00	\$0.00	\$0.00
Delq NTS Tax:	\$1,311.96	\$0.00	\$1,311.96
Delq NTS Pen:	\$65.60	\$0.00	\$65.60
Delq TS Tax:	\$0.00	\$0.00	\$0.00
Delq TS Pen:	\$0.00	\$0.00	\$0.00
Other Assess:	\$1,451.01	\$0.00	\$1,451.01
Late Fine:	\$0.00	\$0.00	\$0.00
20% Penalty:	\$0.00	\$0.00	\$0.00
Demand Fee:	\$0.00	\$0.00	\$0.00
Jdg Tax/Pen/Int:	\$0.00	\$0.00	\$0.00
Judgement Fee:	\$0.00	\$0.00	\$0.00
Advert Fee:	\$0.00	\$0.00	\$0.00
Tax Sale Fee:	\$0.00	\$0.00	\$0.00
NSF Fee:	\$0.00	\$0.00	\$0.00
Certified to Court:	\$0.00	\$0.00	\$0.00
LIT Credits:	\$119.67	\$0.00	\$119.67
PTRC:	\$0.00	\$0.00	\$0.00
HMST Credit:	\$0.00	\$0.00	\$0.00
Circuit Breaker:	\$0.00	\$0.00	\$0.00
Over 65 CB:	\$0.00	\$0.00	\$0.00
Tax and Penalty:	\$0.00	\$0.00	\$3,565.82
Other Assess (+):	\$0.00	\$0.00	\$1,451.01
Fees (+):	\$0.00	\$0.00	\$0.00
Cert to Court (-):	\$0.00	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00	\$5,016.83
Receipts:	\$0.00	\$0.00	\$5,016.83
Total Due:	\$0.00	\$0.00	\$0.00
Surplus Transfer:	\$0.00	\$0.00	\$0.00

TAX STATEMENTS

	Tax Bill	Adjustments	Balance
Account Balance:	\$0.00	\$0.00	\$0.00

Tax History

Pay Year	Spring Amount	Fall Amount	Delinquencies Amount	Total Tax Amount	Payments Amount
2019	\$1,569.87	\$1,569.87	\$1,877.09	\$5,016.83	\$5,016.83
2018	\$1,787.70	\$1,787.70	\$0.00	\$3,575.40	\$1,787.70
2017	\$1,891.16	\$1,891.16	\$0.00	\$3,782.32	\$3,782.32
2016	\$1,932.04	\$1,932.04	\$2,167.03	\$6,031.11	\$6,031.11
2015	\$1,970.03	\$1,970.03	\$621.81	\$4,561.87	\$2,493.34
2014	\$1,761.96	\$1,761.96	\$23.79	\$3,547.71	\$3,048.18
2013	\$1,234.81	\$1,234.81	\$0.00	\$2,469.62	\$2,469.62
2012	\$1,039.50	\$1,039.50	\$0.00	\$2,079.00	\$2,079.00
2011	\$906.44	\$906.44	\$0.00	\$1,812.88	\$1,812.88

Payments

Pay Year	Entry Date	Payable Period	Amount Paid	Notes	Property Project
2019	11/21/2018	Spring	\$1,787.70	Lock Box Payment 11/20/2018 Check Nbr 2656	No
2019	04/01/2019	Spring	\$3,229.13	Lock Box Payment	No

Tax Overview

Tax Summary

Tax Summary Item	2018	2019
1. Gross assessed value of property		
1a. Gross assessed value of land and improvements	\$0.00	\$0.00
1b. Gross assessed value of all other residential property	\$141,700.00	\$123,300.00
1c. Gross assessed value of all other property	\$0.00	\$0.00
2. Equals total gross assessed value of property	\$141,700.00	\$123,300.00
2a. Minus deductions	\$0.00	\$0.00
3. Equals subtotal of net assessed value of property	\$141,700.00	\$123,300.00
3a. Multiplied by your local tax rate	1.9478	1.8718
4. Equals gross tax liability	\$2,760.02	\$2,307.93
4a. Minus local property tax credits	(\$136.10)	(\$119.67)
4b. Minus savings due to property tax cap	\$0.00	\$0.00
4c. Minus savings due to 65 years & older cap	\$0.00	\$0.00
5. Total property tax liability	\$2,623.92	\$2,188.26

Assessed Values

Description	Assessment Date	Amount
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TAX STATEMENTS

Description	Assessment Date	Amount
Land Value	03/20/2018	\$123,300.00
Improvements	03/20/2018	\$0.00

Circuit Breaker Allocations

Description	Land	Improvement	Total
Homestead: 1%	\$0.00	\$0.00	\$0.00
Residential: 2%	\$0.00	\$0.00	\$0.00
Non-Residential: 3%	\$0.00	\$0.00	\$0.00
Long Term Care: 2%	\$0.00	\$0.00	\$0.00
Ag. Non-Res: 2%	\$123,300.00	\$0.00	\$123,300.00
Apartment: 2%	\$0.00	\$0.00	\$0.00
Mobile: 2%	\$0.00		\$0.00
Total:	\$123,300.00	\$0.00	\$123,300.00

Other Assessments

Assessment Name
1713720 Snyder No 3 Drain

Total Billing
\$1,451.01

Total Adjustments
\$0.00

Balance
\$1,451.01

Assessment Detail

	Billing	Adjustments	Balance
Spring Tax	\$475.74	\$0.00	\$475.74
Spring Penalty	\$0.00	\$0.00	\$0.00
Spring Annual	\$0.00	\$0.00	\$0.00
Fall Tax	\$475.74	\$0.00	\$475.74
Fall Penalty	\$0.00	\$0.00	\$0.00
Fall Annual	\$0.00	\$0.00	\$0.00
Delq NTS Tax	\$475.74	\$0.00	\$475.74
Delq NTS Pen	\$23.79	\$0.00	\$23.79
Delq TS Tax	\$0.00	\$0.00	\$0.00
Delq TS Pen	\$0.00	\$0.00	\$0.00

Exemptions & Deductions

Description	Amount
no data	
Total (count of 0)	\$0.00

History

TAX STATEMENTS

Property History

Event Description	Date	Effective Date	Create Year	Related Property Key	Book	Page	Doc Number
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no data

Transfer History

Transferred From	Transfer Date	Reference Number	Doc Number	Book	Page
Benschneider Carol Jean & Firs	02/25/2005	0004-28668			
Benschneider Carol J	02/02/1999	0098-16003			
Sorg Donald Et Al	10/09/1996	96-10844			
Sorg Gerald W & Maurice A	09/05/1996	096-9299			
Prior To Tax System	07/15/1980	0n4258			

TITLE COMMIMENT

TITLE COMMITMENT

 METROPOLITAN TITLE Schedule A	ALTA Commitment for Title Insurance
	ISSUED BY
	Metropolitan Title of Indiana, LLC
	File No: 4035-134383

Transaction Identification Data for reference only:

Issuing Agent: Metropolitan Title of Indiana, LLC

Issuing Office: 9604 Coldwater Road, Suite 105, Fort Wayne, IN 46825

Commitment No.: 4035-134383

Issuing Office File No.: 4035-134383

Property Address: 14200 Winchester Rd., Fort Wayne, IN 46819

Revision No.:

SCHEDULE A

1. Commitment Date: March 15, 2019 8:00 AM

2. Policy to be issued:

- (a) ☐ ALTA Owners Policy (6-17-06)
Proposed Insured: To Be Determined
Proposed Policy Amount: \$500.00

Policy to be issued:

- (b) ☐ ALTA Loan Policy (6-17-06)
Proposed Insured: TBD - Lender, its successors and/or assigns as defined in the Conditions of the policy, as their interests may appear.
Proposed Policy Amount: \$500.00

3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Carol Jean Benschneider and Peoples Federal Savings Bank, as Co-Trustees of the Carol Jean Benschneider Revocable Trust dated January 14, 1999

5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof



Issued By: Metropolitan Title of Indiana, LLC
For questions regarding this commitment contact;
(260)497-9469 or fax to (260)489-0584
9604 Coldwater Road, Suite 105
Fort Wayne, IN 46825

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.

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TITLE COMMITMENT

 METROPOLITAN TITLE Schedule BI	ALTA Commitment for Title Insurance ISSUED BY Metropolitan Title of Indiana, LLC File No: 4035-134383
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Commitment No.: 4035-134383

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.
5. You must file a Disclosure of Sales Information forms prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5. The disclosure form must be filed with the county auditor's office prior to recording.
6. You should contact the local municipality to obtain information regarding unpaid sewer and/or municipal assessments that are not a recorded lien against the land. We are not responsible for collecting at closing such unpaid assessments unless otherwise instructed.
7. This commitment is not effective until you provide us with the name of the Proposed Insured(s) and the Policy amount(s). We limit our liability to \$250.00 until you provide us with the Policy Amount(s).
8. Vendor's and/or Mortgagor's Affidavits to be executed at the closing.
9. Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmative statement: "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name)." See Indiana Code 36-2-11-15.
10. By virtue of I.C. 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the Closing Disclosure and/or Settlement Statement as TIEFF (Title Insurance Enforcement Fund Fee) Charge.

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TITLE COMMITMENT



ALTA Commitment for Title Insurance

ISSUED BY

Metropolitan Title of Indiana, LLC

File No: 4035-134383

Commitment No.: 4035-134383

SCHEDULE B, PART I (Continued)

Requirements (Continued)

11. Note: Effective July 1, 2013 Senate Enrolled Act 370 (P.L. 80-2013) requires title insurance companies to charge a fee for closing protection letters in real estate transaction in which the title insurance company or its authorized agent acts as the settlement agent. In a residential transaction, the closing protection letters are mandatory and must be issued to each party. Insurance Company's fee for closing protection letters is \$25 for a seller's letter, \$25 for a buyer's or borrower's letter and \$25 for a lender's letter.
12. Note: Effective July 1, 2009, HEA 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 forms of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000 may be in the form 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 or other forms of Good Funds as referenced in Indiana Code 27-7-3.7. Personal checks may be accepted as provided under Indiana Code 27-7-3.7.
13. Beginning January 1, 2010, the closing agent is required to report to the Indiana Department of Insurance the names and license numbers of certain real estate professionals participating in each residential real estate transaction. The information must be provided to the closing agent on or before the date of closing. See Indiana Code 6-1.1-12-43(e) and 27-7-3-15.5.

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TITLE COMMITMENT

 METROPOLITAN TITLE Schedule BII	ALTA Commitment for Title Insurance ISSUED BY Metropolitan Title of Indiana, LLC File No: 4035-134383
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Commitment No.: 4035-134383

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. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping in improvements.
3. Any facts, rights, interests or claims which are not shown by the Public Record but which could be ascertained by an accurate survey 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.
5. Any lien, or right to a lien for services, labor or material imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.

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TITLE COMMITMENT

8. Real estate taxes assessed for the year 2017 are due in two installments payable May 10, 2018 and November 10, 2018:

Parcel No.: 02-17-24-400-001.000-059

May Installment of \$1,311.96 shows paid

November Installment of \$1,311.96 shows paid, penalty unpaid, delinquent

Tax Year: Current Year 2017 due 2018

Land: \$141,700.00

Improvements: \$0.00

Homeowners Exemption: \$0.00

Mortgage Exemption: \$0.00

Supplemental Homestead: \$0.00

Other Exemption: \$0.00

NOTE: The taxes above are lower if tax exemptions are showing. The taxes above will increase if the seller acquired the property within the last two calendar years, and did not refile any exemptions. Contact the local Assessor if you have any questions about the current status of exemptions and how they will affect taxes payable subsequent to closing.

Taxes for the year 2018 due in May and November, 2019.

9. Drainage/Ditch Assessment: Parcel No.: 02-17-24-400-001.000-059 (1713720 Snyder No. 3 Drain) For the year: 2018; May installment of \$475.74 shows paid; November installment of \$475.74 shows paid, penalty unpaid, delinquent.
10. It is necessary that a copy of the trust be provided to METROPOLITAN TITLE OF INDIANA, LLC prior to closing, for review.
11. Right of Way for drainage, flow and maintenance of Harkenrider Ditch as set forth in IC 36-9-27-33.
12. Right of Way for drainage, flow and maintenance of Webster #2 Ditch as set forth in IC 36-9-27-33.
13. Right of Way for drainage, flow and maintenance of Snyder No. 3 Ditch as set forth in IC 36-9-27-33.
14. Notwithstanding any reference to the acreage or quantity of land described on Schedule A, nothing contained herein insures the quantity of land contained within the boundaries of the land described in Schedule A.
15. Rights of the public, the State of Indiana and the municipality in and to that part of the land, if any, taken or used for road purposes, including utility right of way.
16. Rights of way for drainage tiles, ditches, feeders, laterals, and legal drains and ditches, if any.
17. Exception is made to potential Barrett Law Assessments not yet confirmed as of the date of this search. The Barrett Law Office should be contacted for further information at (260) 427-1105.

Note: For informational purposes only and same to be omitted from the final policy, when issued:

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TITLE COMMITMENT

The following are the vesting deed of record and all of the deeds, if any, affecting the land described in Schedule A hereof recorded within 36 months preceding the effective date hereof:

VESTING DEED:

Grantor: Carol Jean Benschneider and First Federal Savings Bank, as Co-Trustees of the Carol Jean Benschneider Revocable Trust

Grantee: Carol Jean Benschneider and Peoples Federal Savings Bank, as Co-Trustees of the Carol Jean Benschneider Revocable Trust

Date of Recording: February 28, 2005

Recorded: Instrument No. 205011839

NOTE: The final Loan Policy will include the following Endorsements:
Comprehensive Endorsement No. 1 (ALTA 9)
Environmental Protection Lien Endorsement (ALTA 8.1)

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TITLE COMMITMENT

 <p>METROPOLITAN TITLE Exhibit A</p>	<p>ISSUED BY Metropolitan Title of Indiana, LLC</p> <p>File No: 4035-134383</p>
--	--

File No.: 4035-134383

The Land referred to herein below is situated in the County of Allen, State of Indiana, and is described as follows:

Commencing 24 chains and 23 links North of the Southeast corner of Section 24, Township 29 North, Range 12 East, running thence West 40 chains and 42 links; thence North parallel with the East Section line 24 chains and 23 links; thence East parallel with the South Section line 40 chains and 42 links to the East Section line; thence South along said East line to the place of beginning, said in previous deed to contain 98 acres, more or less, and the same being the North 98 acres of the South 196 acres of the East Half of said Section 24.

EXCEPTING THEREFROM:

The South 250 feet of the East 697 feet of the North 98 acres of the South 196 acres of the East Half of Section 24, Township 29 North, Range 12 East, more particularly described as follows:

Beginning at a point on the East line of said Section 24, Township and Range as aforesaid, and in the center of the Comer Road, which is 24.23 chains North of the Southeast corner of said Section 24; thence West along the South line of the aforesaid 98 acre tract 697.00 feet; thence North parallel with the East Section line 250 feet; thence East parallel with the aforesaid South line 697.00 feet to the East line of said Section 24 and the center of the Comer Road; thence South along said Section line, and the center of said Comer Road 250 feet to the place of beginning, said in previous deed to contain 4.00 acres, more or less.

EXCEPT THEREFROM:

Part of the North 98 acres of the South 196 acres of the East Half of Section 24, Township 29 North, Range 12 East, Allen County, Indiana, more particularly described as follows, to wit:

Beginning on the East line of said Section 24 at a point situated 250.0 feet, North 00 degrees 00 minutes East, (assumed bearing) from the Southeast corner of the North 98 acres of said South 196 acres; thence North 00 degrees 00 minutes East, on and along said East line, being also the centerline of Comer Road, a distance of 249.7 feet to the point of intersection of said East line with the centerline of Winchester Road; thence North 43 degrees 46 minutes West, on and along said Winchester Road centerline, a distance of 496.5 feet; thence South 58 degrees 15 minutes West, a distance of 1396.6 feet to the centerline of Snyder No. 3 drain; thence South 20 degrees 07 minutes West, on and along said Snyder No. 3 drain centerline, a distance of 67.3 feet to the point of intersection of said centerline with the South line of said North 98 acres; thence South 87 degrees 47 minutes East, on and along said South line, a distance of 858.4 feet to a point situated 697.0 feet, North 87 degrees 47 minutes West from the Southeast corner of said North 98 acres; thence North 00 degrees 00 minutes East and parallel to the East line of said Section 24, a distance of 250.0 feet; thence South 87 degrees 47 minutes East and parallel to said South line, a distance of 697.0 feet to the point of beginning, said in previous deed to contain 13.713 acres of land, more or less.

EXCEPT THEREFROM:

Part of Section 24, Township 29 North, Range 12 East, in Allen County, Indiana, being more particularly described as follows, to wit:

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TITLE COMMITMENT

Commencing at a point on the East Section line, said point being the intersection of the centerline of Comer Road and the Winchester Road; thence Northwesterly along the centerline of Winchester Road a distance of 749.5 feet to the point of beginning; thence Northeasterly a distance of 217.8 feet to a point; thence turning an interior angle of 98 degrees 36 minutes and going in a Northwesterly direction a distance of 200 feet; thence turning an interior angle of 90 degrees 24 minutes and going in a Northwesterly direction a distance of 217.8 feet to a point in the centerline of Winchester Road; thence Southeasterly a distance of 200 feet to the point of beginning, said in previous deed to contain 1 acre, more or less.

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TITLE COMMITMENT

 METROPOLITAN TITLE Commitment	ALTA Commitment for Title Insurance ISSUED BY Metropolitan Title of Indiana, LLC File No: 4035-134383
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COMMITMENT FOR TITLE INSURANCE

Issued By

Metropolitan Title of Indiana, LLC

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.

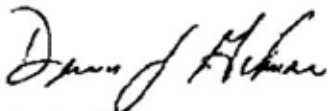
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

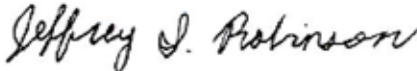
Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment 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

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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; and
- (f) Schedule B, Part II—Exceptions.

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.

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TITLE COMMITMENT

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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PROPERTY PHOTOS











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