

Noble County, IN

37[±] *acres*
OFFERED IN
3 TRACTS

Land AUCTION

Monday, May 24 • 6:00 PM

- 2021 Farming Rights
- Gorgeous Topography
- Great Potential Building Sites
- Productive Tillable Farmland
- High Indexing Soils



INFORMATION BOOKLET

DISCLAIMER:

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

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

SELLER: Eric Strater

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



SCHRADER REAL ESTATE & AUCTION CO., INC.

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

260-244-7606 or 800-451-2709

SchraderAuction.com

TERMS AND CONDITIONS:

PROCEDURE: The property will be offered in 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.

DOWN PAYMENT: 10% down payment on the day of auction for individual tracts or combinations of tracts. The down payment may be made in the form of cashier's check, personal check, or corporate check. YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, so be sure you have arranged financing, if needed, and are capable of paying cash at closing.

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

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

DEED: Seller shall provide Warranty Deed(s).

CLOSING: The balance of the purchase price is due at closing, which will take place on or before 30 days after the auction, or as soon thereafter as applicable closing documents are completed by the Seller. Costs for an administered closing shall be shared 50:50 between Buyer(s) and Seller. If Tracts 1, 2 or 3 sell apart from whole farm, they will

be subject to final plat approval. Closing may be approximately 90 days.

POSSESSION: Possession at closing or for tillable land immediate with additional 10% down payment and liability coverage.

REAL ESTATE TAXES: Real estate taxes will be the responsibility of the Buyer(s) beginning with the installment due in the Spring 2022.

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.

ACREAGE: All tract acreages, dimensions, and proposed boundaries are approximate and have been estimated based on current legal descriptions and/or aerial photos.

SURVEY: The Seller shall provide a new survey where there is no existing legal description or where new boundaries are created by the tract divisions in this auction. Any need for a new survey shall be determined solely by the Seller. Seller 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 for providing title insurance. Combination purchases

will receive a perimeter survey only.

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

DISCLAIMER AND ABSENCE OF WARRANTIES:

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

ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.

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REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

MONDAY, MAY 24, 2021

37 ACRES – LIGONIER, 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, May 17, 2021.
Otherwise, registration available onsite prior to the auction.

BIDDER INFORMATION

(FOR OFFICE USE ONLY)

Name _____

Bidder # _____

Address _____

City/State/Zip _____

Telephone: (Res) _____ (Office) _____

My Interest is in Tract or Tracts # _____

BANKING INFORMATION

Check to be drawn on: (Bank Name) _____

City, State, Zip: _____

Contact: _____ Phone No: _____

HOW DID YOU HEAR ABOUT THIS AUCTION?

☐ Brochure ☐ Newspaper ☐ Signs ☐ Internet ☐ Radio ☐ TV ☐ Friend

☐ Other _____

WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?

☐ Regular Mail ☐ E-Mail E-Mail address: _____

☐ Tillable ☐ Pasture ☐ Ranch ☐ Timber ☐ Recreational ☐ Building Sites

What states are you interested in? _____

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

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

Signature: _____ Date: _____

Online Auction Bidder Registration
37± Acres • Noble County, Indiana
Monday, May 24, 2021

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

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

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

1. My name and physical address is as follows:

My phone number is: _____

2. I have received the Real Estate Bidder's Package for the auction being held on Monday, May 24, 2021 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; email: auctions@schraderauction.com

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, May 17, 2021**. Send your deposit and return this form via fax or email to: **260-244-4431 or auctions@schraderauction.com**.

I understand and agree to the above statements.

Registered Bidder's signature

Date

Printed Name

This document must be completed in full.

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

E-mail address of registered bidder: _____

Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to:
kevin@schraderauction.com or call Kevin Jordan at 260-244-7606.

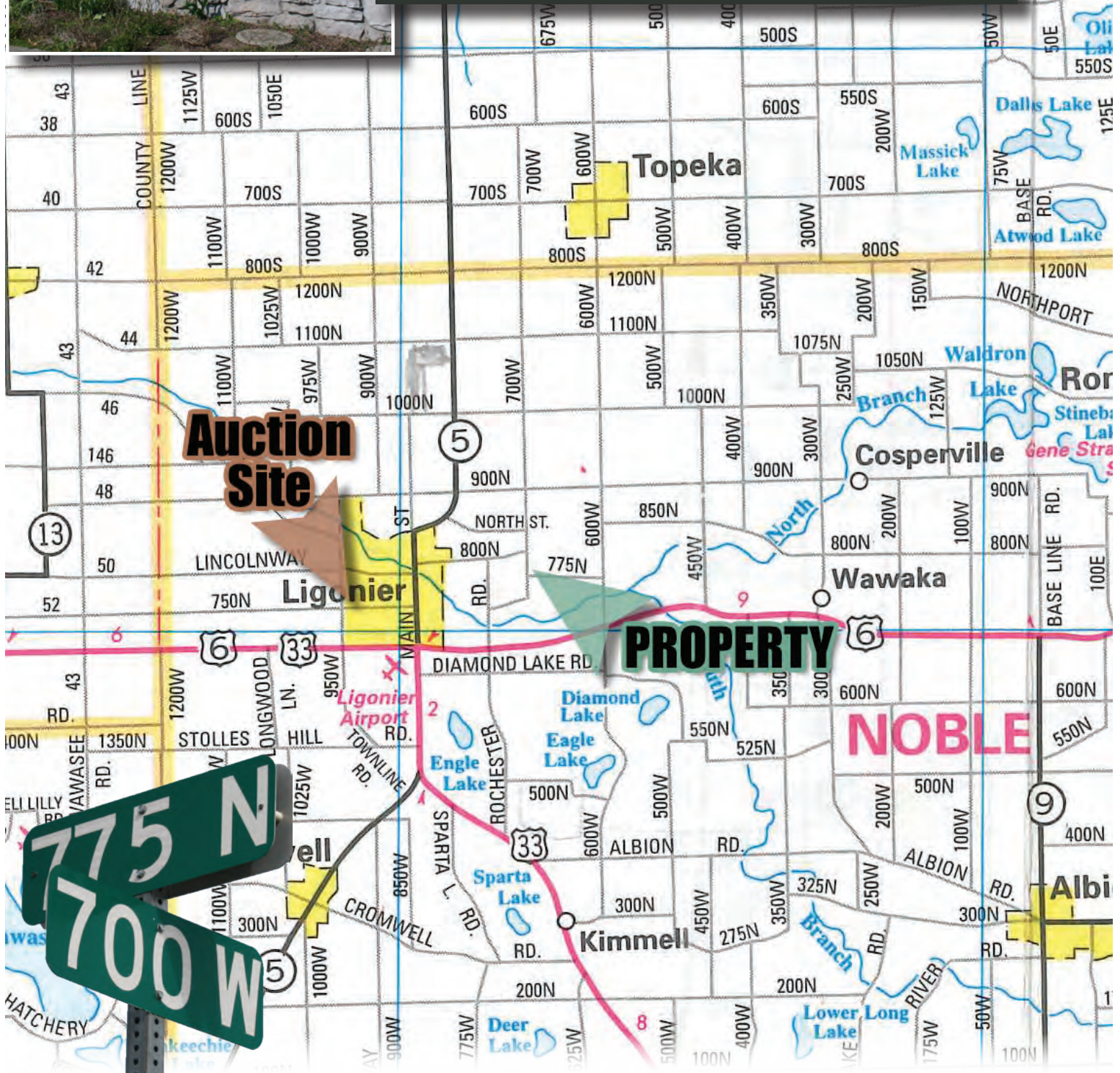
MAPS

LOCATION MAP



**AUCTION LOCATION: Trinity Assembly of God,
1288 W Union St., Ligonier IN**

DIRECTIONS TO PROPERTY: 7774 N 700 W, Ligonier, IN 46767. *From the intersection of SR 6 and SR 5 in Ligonier, head 1.5 mile east on SR 6 then head north (left) onto N 700 W. After 1 mile the property will be on your right.*



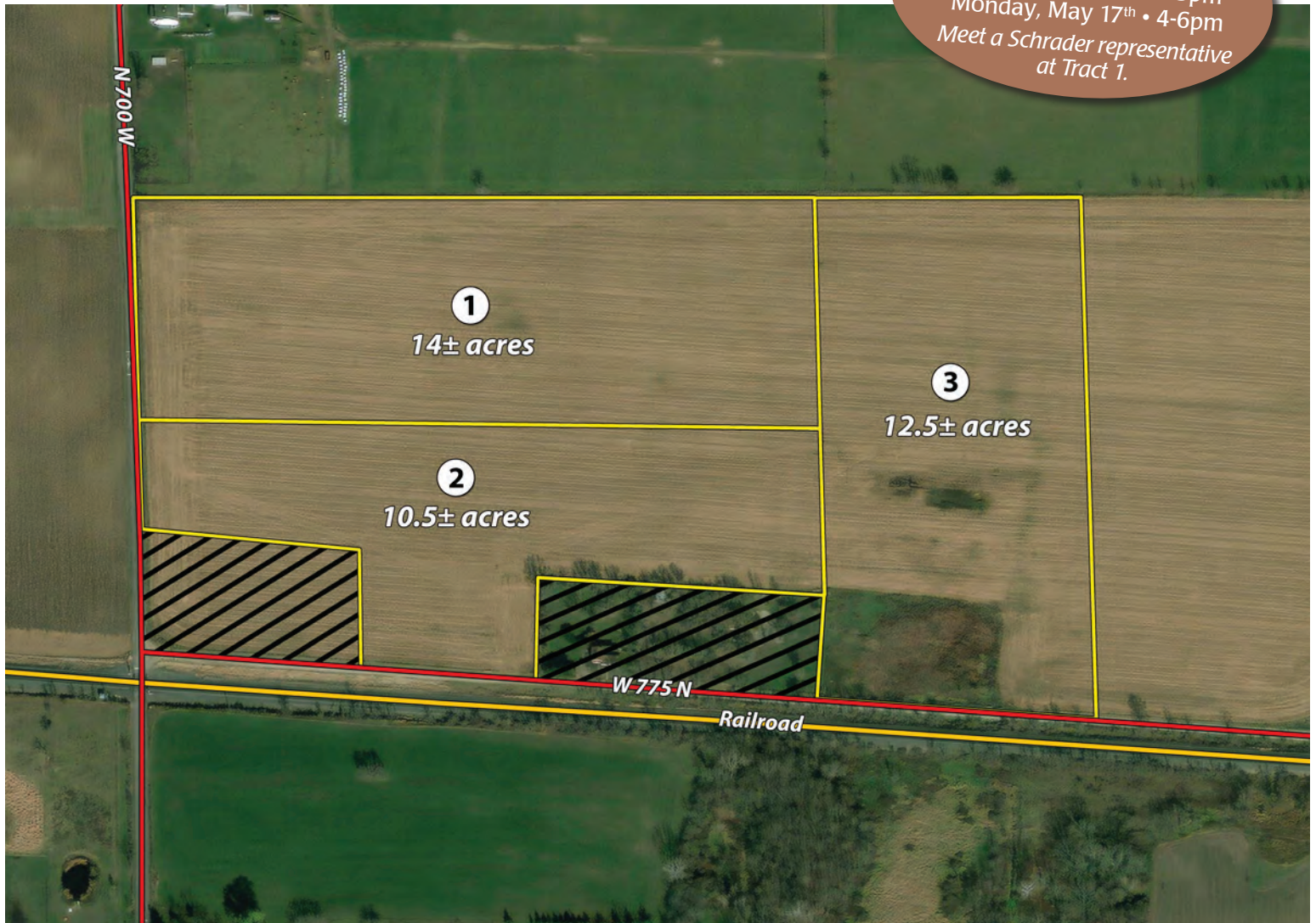
AERIAL MAP

Inspection Dates:

Saturday, May 8th • 1-3pm

Monday, May 17th • 4-6pm

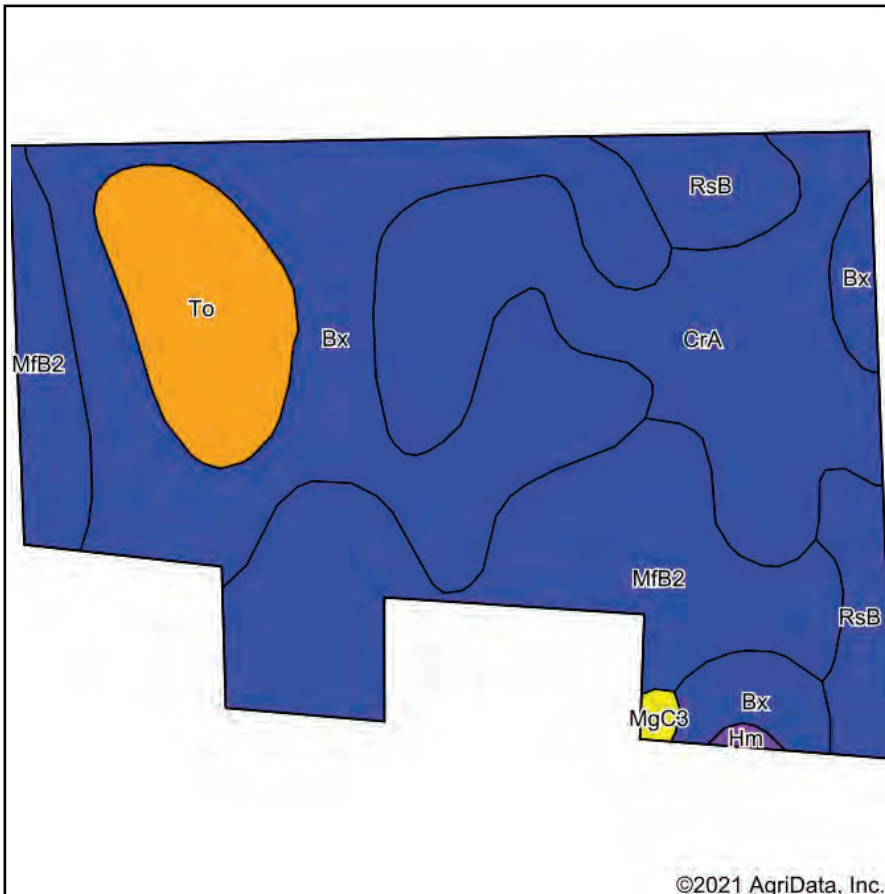
Meet a Schrader representative
at Tract 1.



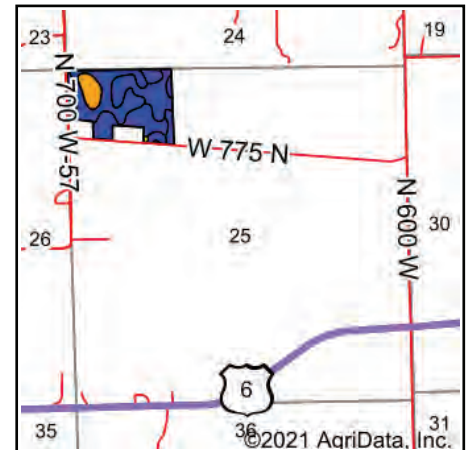


SOIL INFORMATION

SOIL MAP



Soils data provided by USDA and NRCS.



State: **Indiana**
County: **Noble**
Location: **25-35N-8E**
Township: **Perry**
Acres: **37.07**
Date: **5/4/2021**



Maps Provided By:



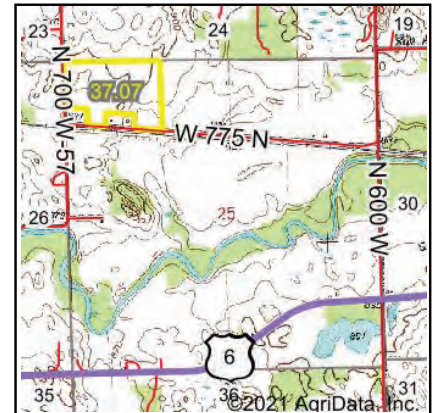
Area Symbol: IN113, Soil Area Version: 26													
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Corn	Corn silage	Grass legume hay	Grass legume pasture	Pasture	Soybeans	Winter wheat	*n NCCPI Soybeans
Bx	Brookston silt loam	12.76	34.4%		IIw	175	24	6		12	49	70	73
MFB2	Miami loam, 2 to 6 percent slopes, eroded	9.25	25.0%		Ile	143	19	5	9		49	64	40
CrA	Crosier loam, 0 to 2 percent slopes	8.66	23.4%		IIw	154		5		10	50	69	55
To	Toledo silty clay loam	3.45	9.3%		IIIw	155	21	5		10	44	62	63
RsB	Riddles sandy loam, 1 to 6 percent slopes	2.70	7.3%		Ile	143		5	9		49	58	61
MgC3	Miami clay loam, 6 to 12 percent slopes, severely eroded	0.15	0.4%		IVe	121		4		8	41	54	32
Hm	Houghton muck, disintegration moraine, 0 to 2 percent slopes	0.10	0.3%		Vw								49
Weighted Average						157.2	15	5.3	2.9	7.4	48.6	66.4	*n 58.5

*n: The aggregation method is "Weighted Average using all components"

*c: Using Capabilities Class Dominant Condition Aggregation Method

Soils data provided by USDA and NRCS.

WETLANDS MAP

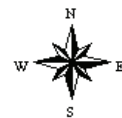


State: **Indiana**
 Location: **25-35N-8E**
 County: **Noble**
 Township: **Perry**
 Date: **5/4/2021**

SCHRADER
 Real Estate and Auction Company, Inc.

Maps Provided By:

surety
 CUSTOMIZED ONLINE MAPPING
 © AgriData, Inc. 2021 www.AgriDataInc.com

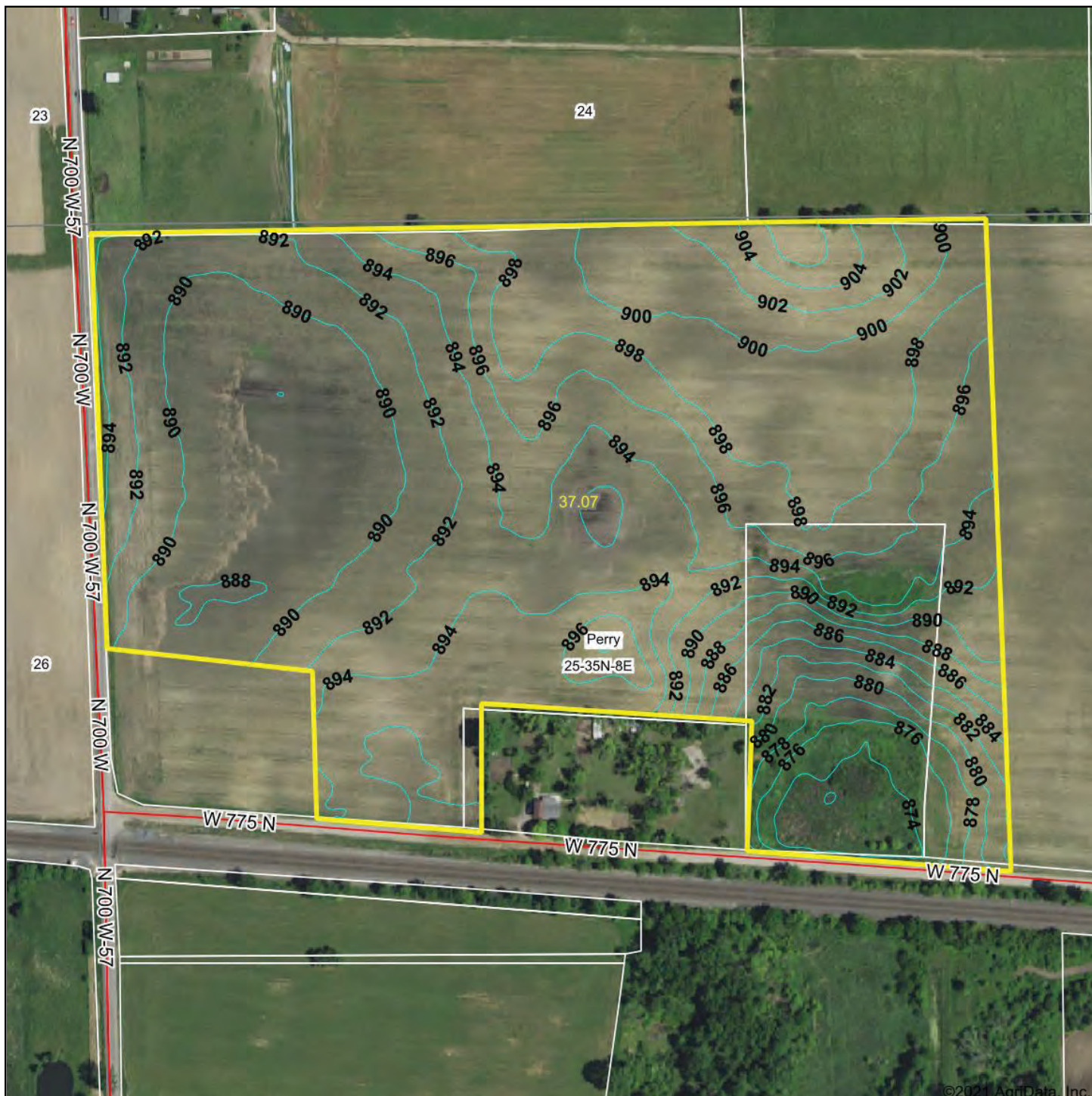


0ft 459ft 919ft

Classification Code	Type	Acres
PEM1C	Freshwater Emergent Wetland	2.15
	Total Acres	2.15

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

TOPOGRAPHY MAP



©2021 AgriData, Inc.



Maps Provided By:



© AgriData, Inc. 2021 www.AgriDataInc.com

Field borders provided by Farm Service Agency as of 5/21/2008.

Source: USGS 3 meter dem

Interval(ft): 2.0

Min: 872.7

Max: 907.3

Range: 34.6

Average: 892.4

Standard Deviation: 6.5 ft

0ft 286ft 571ft



5/4/2021

25-35N-8E
Noble County
Indiana

Map Center: 41° 27' 55.37, -85° 33' 16.44

FSA INFORMATION & MAP

FSA INFORMATION & MAP

Form: FSA-1566E

Abbreviated 156 Farm Record

Crop Year: 2021

Form 1566E Continued ...

Operator: ERIC A STRATER
 Other Producers: None
 Farm ID: 18-113-2020-14

Tract Land Data							
Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarbeets
58.43	55.50	55.50	0.00	0.00	0.00	0.00	0.00
Other Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel Activity	Broken Farm Native Soil
0.00	0.00	55.50	0.00	0.00	0.00	0.00	0.00

DCP Crop Data			
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	32.69	0.00	162
Beans	17.23	0.00	47
TOTAL	49.92	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 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, 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 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 the USDA National Relay 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 request 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 address it 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) 632-8992. Submit your completed form or letter to USDA by mail to the 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) email: usda.natrelc@usda.gov. USDA is an equal opportunity provider, employer, and lender.

FSA INFORMATION & MAP

Administered by: Noble County, Indiana

Source: Primary USDA NAIP 2020 Imagery; IDHS or DynaMap roads; FSA data 2021-02-23 09:07:57

58.43 Tract acres
55.5 Cropland acres
0 CRP acres

CLU
☒ Restricted Use
☒ Limited Restrictions
☐ Exempt from Conservation Provisions

TRS: 35N8E25
Noble Co., IN

CLU Acres HEL Contract Prac
7 55.5 N



A FSA map is for FSA program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts information provided directly from the producer and/or NAIP imagery. The producer is responsible for all other information not shown on this map. This FSA map is for informational purposes only and should not be used for any other purpose. The producer is responsible for all other information not shown on this map.



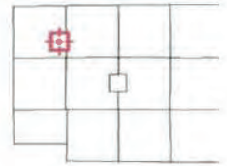
COUNTY TAX INFORMATION

COUNTY TAX INFORMATION

 **Beacon**TM Noble County, IN



Overview



Legend

- Street Centerlines
 - US STATE
 - STATE
 - COUNTY
 - - COUNTY NONMAINTAINED
 - MUNICIPAL
 - ADJACENT COUNTY ROADS
 - Hwy Shields
- Land Hooks
- Parcel Numbers (Assessor)
- Parcels (Assessor)
- Parcels (Surveyor)
- Railroads
- Corporate Limits
- Township Boundaries

Date created: 3/4/2021
Last Data Uploaded: 3/3/2021 8:51:55 PM

Developed by  **Schneider**
GEOSPATIAL

700W
775N

COUNTY TAX INFORMATION



Beacon™ Noble County, IN

Summary (Auditor)

Parcel ID 57-01-25-400-006.000-013
 Bill ID 001-100651-03
 Reference # 570125100006000013
 Property Address 7774 N 700 W
 Ligonier, IN, 46767
 Brief Legal Description N Pt Nw 1/4 Sec 25 40.53 acres (400-006)
 {Note: Not to be used on legal documents}
 Instrument Nbr N/A
 Doc Nbr N/A
 Class AGRICULTURAL - VACANT LAND
 Tax District 57013 Perry Township
 Tax Rate Code 1065 - Adv Tax Rate
 Property Type 65 - Agricultural
 Mortgage Co N/A
 Last Change Date

Ownership (Auditor)

Strater Eric A
 0554 W 600 N
 Albion, IN 46701

Taxing District (Assessor)

County: Noble
 Township: PERRY TOWNSHIP
 State District 57013 PERRY TOWNSHIP
 Local District: 57001
 School Corp: WEST NOBLE
 Neighborhood: 1350100 Perry Twp Base Area

Site Description (Assessor)

Topography: Flat
 Public Utilities: Electricity
 Street or Road: Paved
 Area Quality: Static
 Parcel Acreage: 60.53

Transfer History (Assessor)

Date	New Owner	Doc ID	Book/Page	Sale Price
5/14/2012	STRATER ERIC A	120500332		\$674,599.00
11/7/2011	ROBERTS JAN L	111100171		\$0.00
8/24/1994	ROBERTS JAN L			\$0.00

Contact the Auditor's Office for correct transfer dates.

Transfer History (Auditor)

Date	Transfer From	Instrument	Book	Page	Doc Nbr
10/22/2020					
6/25/2019					

Contact the Auditor's Office for correct transfer dates.

Valuation

Assessment Year	2020	2020 (2)
Reason	ANNUAL ADJUSTMENT	SPLIT
As Of Date	4/9/2020	10/21/2019
Land	\$76,400	\$93,100
Land Res (1)	\$0	\$0
Land Non Res (2)	\$76,400	\$93,100
Land Non Res (3)	\$0	\$0
Improvement	\$0	\$0
Imp Res (1)	\$0	\$0
Imp Non Res (2)	\$0	\$0
Imp Non Res (3)	\$0	\$0
Total	\$76,400	\$93,100
Total Res (1)	\$0	\$0
Total Non Res (2)	\$76,400	\$93,100

COUNTY TAX INFORMATION

Total Non Res (3)

\$0

\$0

Homestead Allocations

Land

2020 Pay 2021

\$76,400.00

Res Land

\$0.00

Improve

\$0.00

Res Improve

\$0.00

Tax History

+ Spring Tax

2020 Pay 2021

\$678.82

2019 Pay 2020

\$0.00

+ Spring Penalty

\$0.00

\$0.00

+ Spring Annual

\$0.00

\$0.00

+ Fall Tax

\$678.82

\$0.00

+ Fall Penalty

\$0.00

\$0.00

+ Fall Annual

\$0.00

\$0.00

+ Delq NTS Tax

\$0.00

\$0.00

+ Delq NTS Pen

\$0.00

\$0.00

+ Delq TS Tax

\$0.00

\$0.00

+ Delq TS Pen

\$0.00

\$0.00

+ Other Assess

\$99.88

\$240.04

Smith - \$99.88

Smith - \$240.04

+ Advert Fee

\$0.00

\$0.00

+ Tax Sale Fee

\$0.00

\$0.00

+ NSF Fee

\$0.00

\$0.00

PTRC

\$0.00

\$0.00

HMST Credit

\$0.00

\$0.00

LIT Credits

\$0.00

\$0.00

Circuit Breaker

\$0.00

\$0.00

Over 65 CB

\$0.00

\$0.00

= Charges

\$1,457.52

\$240.04

= Surplus Transfer

\$0.00

\$120.02

= Credits

(\$360.06)

= Total Due

\$1,457.52

(\$120.02)

Delinquent payments made after the fall due date will still show due in the year they were originally assessed. If paid, payment will show in the next tax year.
Note: Total due amount rolls forward to the most current year

Payments (Treasurer)

Year	Receipt #	Transaction Date	Description	Amount
2020 Pay 2021				\$0.00
2019 Pay 2020	1883022	11/10/2020	OT 11/12 B 6 W/OE	\$120.02
2019 Pay 2020	1870440	10/22/2020	M 101989 LAKELAND	\$120.02
2019 Pay 2020	1863945	5/11/2020	OT 5/14 B29 W/E	\$120.02

Special Assessments

Smith

	2020 Pay 2021	2019 Pay 2020
Spring Tax	\$49.94	\$120.02
Spring Penalty	\$0.00	\$0.00
Spring Annual	\$0.00	\$0.00
Fall Tax	\$49.94	\$120.02
Fall Penalty	\$0.00	\$0.00
Fall Annual	\$0.00	\$0.00
Delq NTS Tax	\$0.00	\$0.00
Delq NTS Pen	\$0.00	\$0.00
Delq TS Tax	\$0.00	\$0.00
Delq TS Pen	\$0.00	\$0.00

Land

COUNTY TAX INFORMATION

Land Type	Soil ID	Act Front	EM Depth	Size	Rate	Adj. Rate	Ext. Value	Infl. %	Value
PUBLIC ROAD/ROW		0	0	2.2900	\$1,280.00	\$1,280.00	\$2,931.20	(\$100.00)	\$0.00
TILLABLE LAND	AU	0	0	1.790000	\$1,280.00	\$1,037.00	\$1,856.23	\$0.00	\$1,860.00
TILLABLE LAND	BX	0	0	18.460000	\$1,280.00	\$1,638.00	\$30,237.48	\$0.00	\$30,240.00
NONTILLABLE LAND	BX	0	0	0.880000	\$1,280.00	\$1,638.00	\$1,441.44	(\$60.00)	\$580.00
TILLABLE LAND	CRA	0	0	13.850000	\$1,280.00	\$1,306.00	\$18,088.10	\$0.00	\$18,090.00
TILLABLE LAND	EM	0	0	0.530000	\$1,280.00	\$1,203.00	\$637.59	\$0.00	\$640.00
NONTILLABLE LAND	EM	0	0	2.170000	\$1,280.00	\$1,203.00	\$2,610.51	(\$60.00)	\$1,040.00
NONTILLABLE LAND	HM	0	0	0.040000	\$1,280.00	\$640.00	\$25.60	(\$60.00)	\$10.00
NONTILLABLE LAND	MFB2	0	0	0.990000	\$1,280.00	\$1,139.00	\$1,127.61	(\$60.00)	\$450.00
TILLABLE LAND	MFB2	0	0	9.470000	\$1,280.00	\$1,139.00	\$10,786.33	\$0.00	\$10,790.00
NONTILLABLE LAND	MGC3	0	0	0.120000	\$1,280.00	\$986.00	\$118.32	(\$60.00)	\$50.00
TILLABLE LAND	RSB	0	0	6.470000	\$1,280.00	\$1,254.00	\$8,113.38	\$0.00	\$8,110.00
TILLABLE LAND	TO	0	0	3.470000	\$1,280.00	\$1,306.00	\$4,531.82	\$0.00	\$4,530.00

2019 Pay 2020 Tax Statements (Treasurer)

[57-01-25-400-006.000-013 \(PDF\)](#)

Tax Statements are a duplicate copy of the original mailing

2020 Property Record Cards

[57-01-25-400-006.000-013 \(PDF\)](#)

No data available for the following modules: Sales, Exemptions, 2018 Pay 2019 Tax Statements (Treasurer), Residential, Commercial, Improvements, Sketches, 2019 Property Record Cards.

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Developed by
 **Schneider**
 GEOSPATIAL

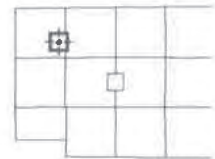
Last Data Upload: 4/12/2021, 9:42:10 PM

Version 2.3.116

COUNTY TAX INFORMATION



Overview



Legend

- Street Centerlines
 - US STATE
 - STATE
 - COUNTY
 - COUNTY NONMAINTAINED
 - MUNICIPAL
 - ADJACENT COUNTY ROADS
- Hwy Shields
- Land Hooks
- Parcel Numbers (Assessor)
- Parcels (Assessor)
- Parcels (Surveyor)
- Railroads
- Corporate Limits
- Township Boundaries

Parcel ID 57-01-25-400-006.000-013 Alternate ID 001-100651-03
Sec/Twp/Rng 0025-0035-8 Class AGRICULTURAL - VACANT LAND
Property Address 7774 N 700 W Acreage 40.530
LIGONIER
District 57013 Perry Township
Brief Tax Description N Pt Nw 1/4 Sec 25 40.53 acres (400-006)
(Note: Not to be used on legal documents)

Owner Address Strater Eric A
0554 W 600 N
Albion, IN 46701

Date created: 4/13/2021
Last Data Uploaded: 4/12/2021 9:42:10 PM

Developed by Schneider
GEOSPATIAL

PRELIMINARY TITLE

PRELIMINARY TITLE

American Land Title Association

Commitment for Title Insurance
Adopted 08-01-2016

COMMITMENT FOR TITLE INSURANCE

Issued By

NORTH 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 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, North American Title Insurance Company, a(n) Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 90 after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by North 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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- (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; 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.

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- (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

- (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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Transaction Identification Data for reference only:

Issuing Agent: North American Title Company, LLC
Issuing Office: 236 Frontage Road, Columbia City, IN 46725
Issuing Office's ALTA® Registry ID:
Loan ID No.:
Commitment No.: 15701-21-05341-IN
Issuing Office File No.: 15701-21-05341-IN
Property Address: 7774 N 700 W, Ligonier, IN 46767

SCHEDULE A

1. Commitment Date: April 28, 2021 at 08:00 AM
2. Policy to be issued:
 - a. ALTA 2013 Homeowner's Policy of Title Insurance
Proposed Insured: To Be Determined
Proposed Policy Amount: \$0.00
 - b. ALTA Loan Policy of Title Insurance
Proposed Insured: , its successors and/or assigns as their respective interests may appear.
Proposed Policy Amount: \$0.00
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:

Eric A. Strater
5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

Authorized Countersignature:



By: Laura Ormsby
North American Title Company

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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. 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.
6. Pay the agreed amount for the estate or interest to be insured.
7. Pay the premiums, fees, and charges for the Policy to the Company.
8. 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.
9. Warranty Deed from Eric A. Strater vesting fee simple title in To Be Determined.
10. Vendors Affidavit satisfactory to Company and to the underwriter to be furnished.
11. Mortgage executed by proposed Mortgagor to the proposed insured lender.
12. Current taxes and/or drain assessments as shown in Schedule B-Section 2 are to be paid.
13. Mortgagors Affidavit(s) to be furnished.
14. A search and examination of the insured real estate reveals no open and unpaid mortgage on this land. Due to underwriter requirements, we require the execution of a specific affidavit of the current owners, confirming that there is no mortgage on the land at the present time, in recordable form.

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15. NOTE: A 36 month chain of title was done and we find the following:

Warranty Deed from Eric A. Strater to Nathan D. Miller and Mary L. Miller, husband and wife, dated October 16, 2020, recorded October 26, 2020, as Instrument No. 201000668 in the office of the Recorder of Noble County, Indiana. Out sale

Warranty Deed from Eric A. Strater to Kevin L. Troyer and Sarah E. Troyer, husband and wife, dated May 29, 2019, recorded June 26, 2019, as Instrument No. 190600614 in the office of the Recorder of Noble County, Indiana. Out sale

Warranty Deed from Jan L. Roberts to Eric A. Strater, dated May 3, 2012, recorded May 14, 2012, as Instrument No. 120500332 in the office of the Recorder of Noble County, Indiana.

16. NOTE: If an insured closing is completed by North American Title Insurance Company Short Form Policy/Policies will be issued at the time of closing.

17. NOTE: If North American Title Insurance Company will be serving as the closing agent and this closing will take place on or after July 1, 2009, funds provided in excess of \$10,000.00 must be wired and funds less than \$10,000.00 must be good funds in compliance with IC 27-7-3.7.

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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. 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.
3. 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.
4. Rights or claims of parties in possession not shown by the public records.
5. Easements, or claims of easements, not shown by the public records.
6. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
7. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
8. Taxes or special assessments which are not shown as existing liens by the public records.

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9. Property Taxes are as follows:
Tax Year: 2020
Due and Payable: 2021
May installment amount \$678.82
Status: Unpaid
November installment amount \$678.82
Status: Unpaid
Name of Taxpayer: Strater, Eric A
Land \$76,400.00
Improvements: \$0.00
Exemptions: None
Taxing Unit: 013 Perry Township
Tax Identification No.: 001-100651-03
State Parcel No: 57-01-25-400-006.000-013
Description: N Pt Nw 1/4 Sec 25 40.53 acres (400-006) Covers additional land.
10. Special Assessment as set forth below:

Type of Assessment: Smith Drain
May Installment: \$49.94, Unpaid
November Installment: \$49.94, Unpaid
All future assessments are not yet due and payable.

Taxes for 2021 payable in 2022 are a lien, but not yet due and payable.
Taxes for 2022 due and payable in 2023 are a lien, but not yet due and payable and taxes for all subsequent installments, which are not yet a lien.
11. Added improvements in place as of January 1, 2021 are subject to assessment which could increase the tax amounts due in January 1, 2022, in such cases, the Town or Township assessor should be contacted relative to possible new assessment amounts.
12. The real estate tax information set forth above is all that is currently available in the County Tax computer. Recent computer program changes may have rendered incomplete or inaccurate the available data. THIS INFORMATION MAY NOT BE SUFFICIENT FOR THE PURPOSE OF ESTABLISHING A PROPER REAL ESTATE TAX ESCROW. Neither the Company nor its agent, assume or accept any responsibility for loss, damage, cost or expense due to, or arising out of the unavailability of accurate tax information.
13. The Company assumes no liability for increases in the amount of real estate taxes as shown above, and any civil penalties, as a result of retroactive revaluation of the land and improvements, changes in the usage of the land or the loss of any exemption or deduction applicable to the land insured herein.
14. Easement to Class Corridor, LLC recorded October 20, 2005 in Instrument No. 051000548 of the Noble County Records Assignment, recorded December 28, 2005 in Instrument No. 051200687.

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15. Grant of Communications System Easement to AT & T Corp. recorded June 29, 2009 in Instrument No. 90600685 of the Noble County Records. Covers additional land.
16. Any right, interest or claim that may exist or arise or be asserted against the Title under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar statute. (This item will be removed upon receipt of an Affidavit and Indemnity acceptable to the Company.)
17. The acreage indicated in the legal description is solely for the purpose of identifying the said tract and should not be construed as insuring the quantity of land.
18. Leases, grants, exceptions, or reservations of minerals or mineral rights, if any, appearing in the public records.
19. Municipal assessments, if any, assessed against the land.
20. Rights of the public, the State of Indiana, the County of Noble and the municipality in and to that part of the land taken or used for road purposes.
21. Rights of way for drainage tiles, feeders and laterals, if any.
22. The address shown on Schedule A, is solely for the purpose of identifying said tract and should not be construed as insuring the address shown in the description of the land.
23. Any map/plat furnished is being done so as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

NOTE: Any exception contained herein omits any covenant or restriction, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

24. NOTE: North American Title Insurance Company has not conducted a state court judgment search against the purchaser, as any state court judgment against the purchaser is subordinate to the insured mortgage herein pursuant to Indiana Code 32-29-1-4 which states: PURCHASE MONEY MORTGAGE Sec. 4. A Mortgage granted by a purchaser to secure purchase money has priority over a prior judgment against the Purchaser.
25. NOTE: Judgment search has been made against Eric A. Strater for ten years last past. (NONE).

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SCHEDULE C

The Land is described as follows:

TRACT 1:

All that part of the West one-half of the Northeast Quarter of Section 25, Township 35 North, Range 8 East, which lies North of the Lake Shore & Michigan Southern Railroad right-of-way.

And all that part of the Northwest Quarter of Section 25, Township 35 North, Range 8 East lying North of the Lake Shore & Michigan Southern Railroad right-of-way.

EXCEPTING THEREFROM:

A tract of land located in the Northwest Quarter of Section 25, Township 35 North, Range 8 East. Noble County, Indiana, more particularly described as follows:

Beginning at a railroad spike set on the centerline of a county road, said railroad spike being South (bearing assumed) 1050.25 feet and South 83 degrees 41 minutes East, 712.83 feet, marking the place of beginning of this tract; thence continuing South 83 degrees 41 minutes East, 475 feet to a railroad spike set; thence North 1 degree 07 minutes 15 seconds West, 232.52 feet to an iron pin set; thence North 83 degrees 41 minutes West, 475 feet to an iron pin set; thence South 1 degree 07 minutes 15 seconds East, 232.52 feet to the place of beginning. Said tract to contain 2.54 acres, more or less.

EXCEPTING THEREFROM:

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 8 EAST, IN NOBLE COUNTY, THE STATE OF INDIANA, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER MARKED BY A WOOD CORNER POST FOUND THIS SURVEY; THENCE N 89 DEGREES 32 MINUTES 05 SECONDS W (RECORD) ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, FOR 291.10 FEET TO A REBAR SET THIS SURVEY; THENCE S 00 DEGREES 18 MINUTES 53 SECONDS E FOR 1260.16 FEET TO A REBAR SET THIS SURVEY ON THE CENTER LINE OF CR 775N; THENCE S 84 DEGREES 46 MINUTES 58 SECONDS E ALONG THE CENTER LINE OF CR 775N, FOR 1642.96 FEET TO A REBAR SET THIS SURVEY ON EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER; THENCE N 00 DEGREES 18 MINUTES 53 SECONDS W, ALONG THE EAST LINE OF SAID WEST HALF OF SAID NORTHEAST QUARTER FOR 1405.16 FEET TO A REBAR SET THIS SURVEY AT THE NORTHEAST CORNER OF THE WEST HALF OF SAID NORTHEAST QUARTER; THENCE N 89 DEGREES 54 MINUTES 47 SECONDS W, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, FOR 1344.26 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 50.00 ACRES, MORE OR LESS.

EXCEPTING THEREFROM:

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Adopted 08-01-2016

A tract of land in the Northwest Quarter of Section 25, Township 35 North, Range 8 East, of the Second Principal Meridian, in Perry Township, Noble County, Indiana, more particularly described as follows:

Commencing at a Harrison marker found monumenting the Northwest corner of Section 25, Township 25 North, Range 8 East, Perry Township, Noble County, Indiana; thence South 89 degrees 37 minutes 00 seconds East (assumed bearing and basis for this description being the Indiana East State Plane Coordinate System, NAD83), on the North line of the Northwest Quarter of said Section 25, a distance of 1653.54 feet to a 5/8 inch rebar (capped Weber 20800107) monumenting the point of beginning for this description; thence continuing South 89 degrees 37 minutes 00 seconds East, on said North line of said Northwest Quarter, a distance of 708.00 feet to a 5/8 inch rebar (capped Sexton) found monumenting the Northwest corner of a tract of land conveyed to Kevin L. and Sarah E. Troyer in Document No. 190600614, as found in the office of the Recorder of Noble County, Albion, Indiana; thence South 00 degrees 23 minutes 48 seconds East, a distance of 1260.09 feet to a 5/8 inch rebar (capped Sexton) found monumenting the Southwest corner of said Troyer tract, also being on the North line of the Norfolk & Southern Railroad; thence North 84 degrees 51 minutes 54 seconds West, on said North line of said Norfolk and Southern Railroad, a distance of 711.25 feet to a 5/8 inch rebar (capped Weber 20800107); thence North 00 degrees 23 minutes 48 seconds West, parallel with the East line of this tract of land, a distance of 1201.17 feet to the point of beginning, containing 20.00 acres, more or less.

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