

IMPORTANT  
*Farmland*  
AUCTION

*Wednesday, May 26 • 5:30pm*  
*Allen County, In*

2021  
**FARMING  
RIGHTS!**

**227.5±**  
*Acres*  
Offered in 5 Tracts



- Productive Tillable Farmland
- Potential Building Site
- Well Maintained 2-Story Farmhouse
- Machinery Sheds & Livestock Buildings
- Pond on Tract 5



Farm  
Equipment  
to Sell  
MAY 29th

# INFORMATION BOOKLET

800.451.2709 • [www.SchraderAuction.com](http://www.SchraderAuction.com)

**SCHRADER**  
Real Estate and Auction Company, Inc.

## 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: Edward Butts Irrevocable Trust, Lona Butts (Trustee), Thompson Smith (Attorney for the Estate)**

**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**

### **AUCTION TERMS & CONDITIONS:**

**PROCEDURE:** The property will be offered in 5 individual tracts, any combination of tracts & as a total 227.5± acre unit. There will be open bidding on all tracts & combinations during the auction as determined by the Auctioneer. Bids on tracts, tract combinations & 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, & 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 Trustee's Deed(s).

**CLOSING:** The targeted closing date will be approximately 30 days after the auction.

**POSSESSION:** Immediate access for farming purposes are available prior to closing. Contact the auction company for terms. Possession on the buildings will be 30 days after closing. Possession on vacant land not being used for

farming purposes will be at closing.

**REAL ESTATE TAXES:** Seller to pay 2020 real estate taxes due in 2021. Buyer to pay real estate taxes due in 2022 & thereafter.

**PROPERTY INSPECTION:** Each potential Bidder is responsible for conducting, at their own risk, their own independent inspections, investigations, inquiries & due diligence concerning the property. Inspection dates have been scheduled & will be staffed w/ auction personnel. Further, Seller disclaims any & 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, & proposed boundaries are approximate & 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 & 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 & sufficient for providing title insurance. Combination purchases will receive a perimeter survey only.

**PERIMETER DRAIN TILE EASEMENT:** Easement access will be provided over tracts in this property for perimeter drain tile outlets if perimeter drain tile outlets beyond each

individual tract are required by the Allen County Health Department.

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

**DISCLAIMER & ABSENCE OF WARRANTIES:** All information contained in this brochure & all related materials are subject to the terms & conditions outlined in the Purchase Agreement. The property is being sold on an "AS IS, WHERE IS" basis, & no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. All sketches & dimensions in the brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, & 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 & increments of bidding are at the direction & discretion of the Auctioneer. The Seller & Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the Auctioneer are final. **ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.**

# BOOKLET INDEX

- **BIDDER PRE-REGISTRATION FORM**
- **ONLINE BIDDING REGISTRATION FORM**
- **LOCATION & AERIAL TRACT MAPS**
- **SOIL INFORMATION (Soils, Wetland Maps)**
- **COUNTY TAX RECORDS**
- **FSA INFORMATION & MAPS**
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- **PHOTOS**



**TRACT 5**

# REGISTRATION FORMS

# **BIDDER PRE-REGISTRATION FORM**

**WEDNESDAY, MAY 26, 2021**

**227.5 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](mailto:auctions@schraderauction.com), no later than Tuesday, May 19, 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**  
**227.5± Acres • Allen County, Indiana**  
**Wednesday, May 26, 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 Wednesday, May 26, 2021 at 5:30 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](http://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; email: [auctions@schraderauction.com](mailto: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, Wednesday, May 19, 2021**. Send your deposit and return this form via email to: **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.***

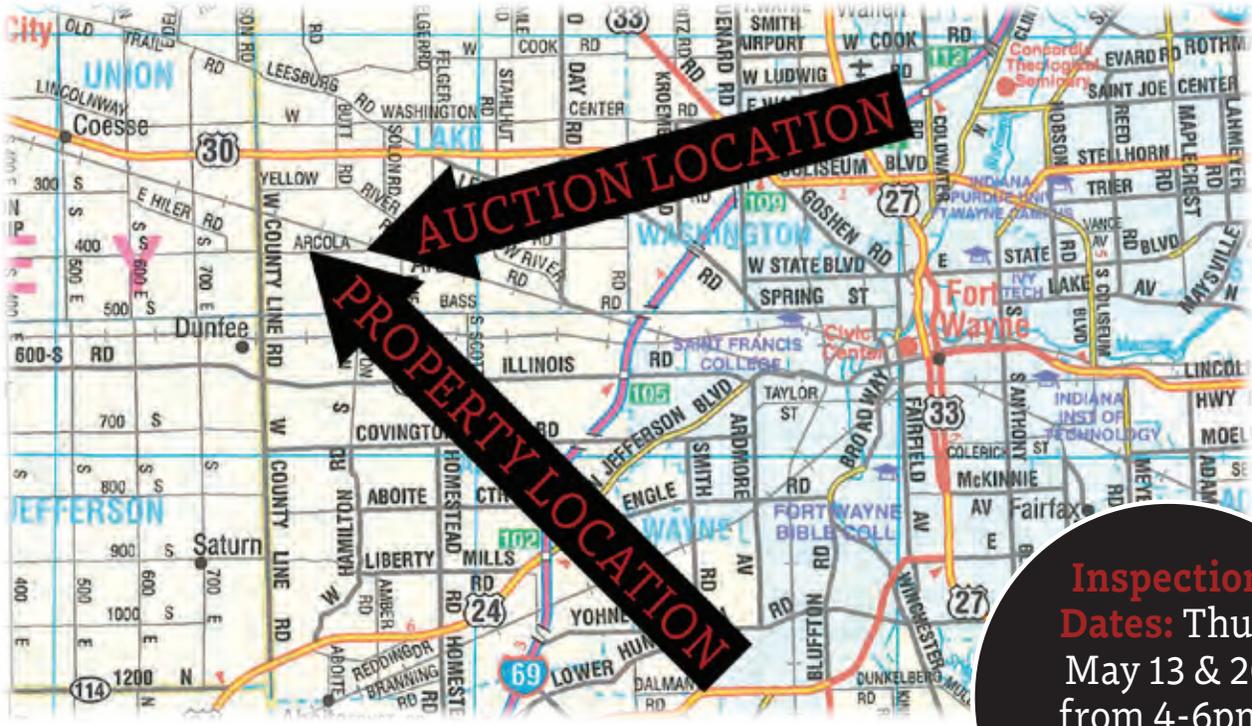
**Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:**

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.

# **LOCATION & AERIAL TRACT MAPS**

# LOCATION MAP



**Inspection Dates:** Thur, May 13 & 20 from 4-6pm, Meet a Schrader Rep at Tract 5.



# AERIAL TRACT MAP & DESCRIPTIONS

**Property Location:** 14228 Arcola Rd Fort Wayne, IN 46818

*From US 30 & County Line Rd, travel South on County Line Rd for 1.5 miles. Turn left onto Arcola Rd & the driveway will be on the left in .4 miles. From State Rd 14 & County Line Rd, travel North for 2 miles & turn right on Arcola Rd. The property will be on the left in .4 miles.*

**Auction Location:** St. Patrick Church of Arcola Social Hall  
12305 Arcola Rd Fort Wayne, IN 46818

**Tract 1: 26± tillable acres** w/ frontage on Arcola Rd.

**Tract 2: 4± acres** w/ great potential building site along Arcola Rd.

**Tract 3 “Swing Tract”:** 46± acres w/ approx. 40 tillable acres with the remainder being woods. This tract can be purchased w/ Tract 1 & accessed via railroad crossing.

**Tract 4 “Swing Tract”:** 50± acres w/ approx. 48 tillable acres. This tract in the past was accessed via railroad crossing from Tract 5.

*Tracts 3 & 4 can be combined with either Tracts 1 or 5 and/or bid on by an adjoining landowner.*

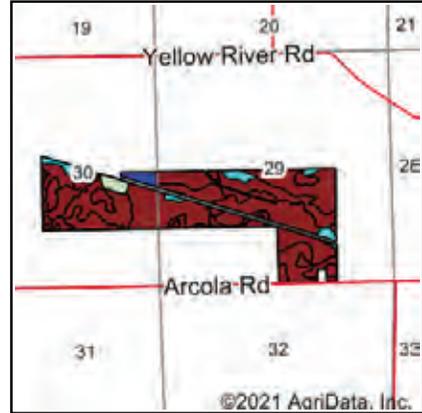
**Tract 5: 101.5± acres** w/ a large percent of the acreage made up of tillable farmland. This tract also features a 2-story, well maintained farmhouse, machinery sheds, (2) grain bins & pond. Great farmstead potential!





# SOIL INFORMATION

# SOIL MAP



State: **Indiana**  
 County: **Allen**  
 Location: **30-31N-11E**  
 Township: **Lake**  
 Acres: **231.36**  
 Date: **4/29/2021**



Soils data provided by USDA and NRCS.

Area Symbol: IN003, Soil Area Version: 20

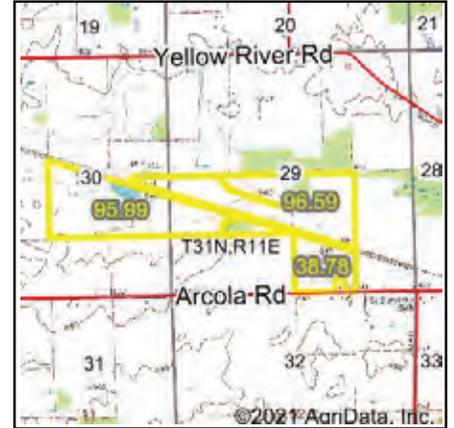
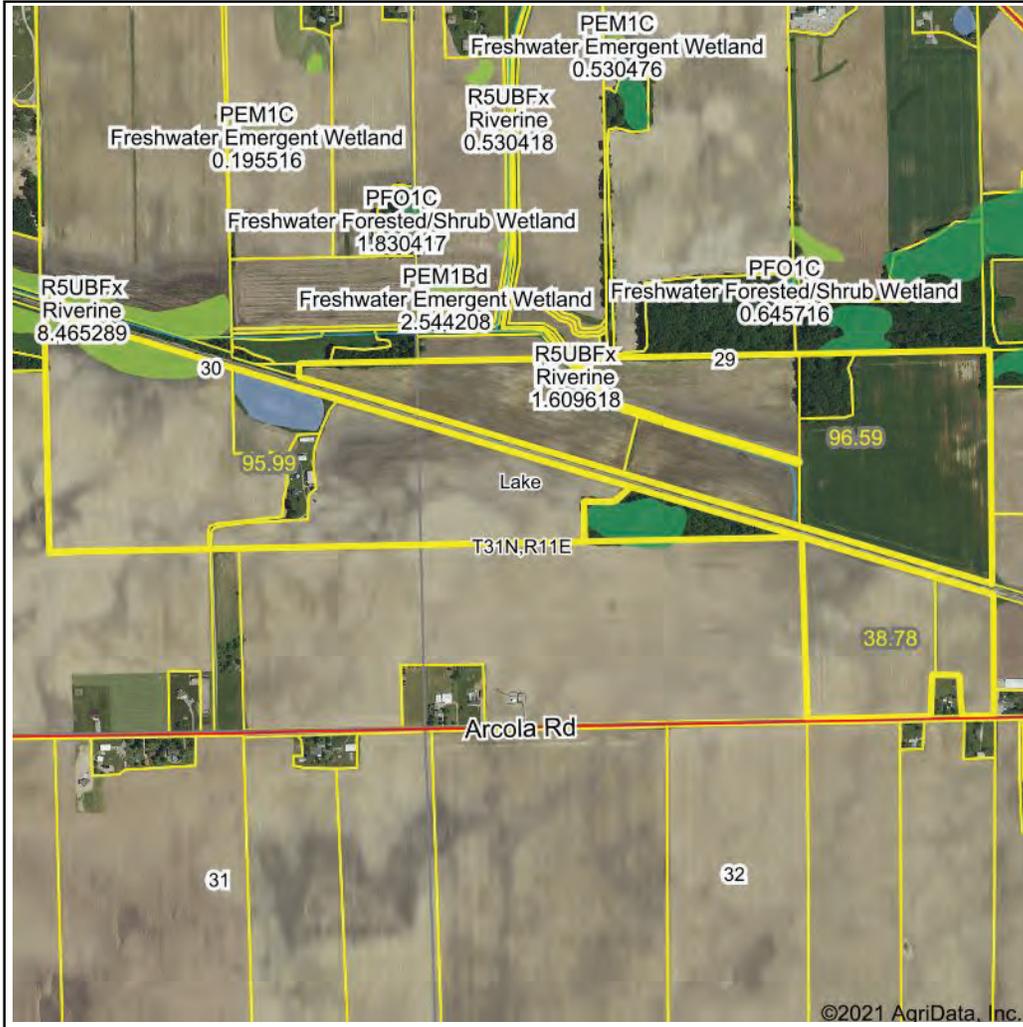
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Corn	Pasture	Soybeans	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Soybeans
Pe	Pewamo silty clay loam, 0 to 1 percent slopes	71.06	30.7%		IIw	157		47	75	75	66
Rs	Rensselaer silty clay loam	38.68	16.7%		IIw	175	12	49	83	83	78
BmA	Blount loam, interlobate moraines, 0 to 2 percent slopes	23.78	10.3%		IIw	142	9	52	62	62	57
HnA	Whitaker fine sandy loam, 0 to 2 percent slopes	23.39	10.1%		IIw	135	9	44	70	70	66
Rm	Rensselaer loam, 0 to 1 percent slopes	21.61	9.3%		IIw	167	11	49	83	83	80
Ro	Rensselaer silt loam	17.42	7.5%		IIw	175	12	49	82	82	78
MrB2	Glywood silt loam, 2 to 6 percent slopes, eroded	6.41	2.8%		Ile	128		44	51	51	38
Ca	Houghton muck, drained, 0 to 1 percent slopes	4.50	1.9%		IIIw	159	11	42	91	89	91
McA	Martinsville loam, 0 to 2 percent slopes	4.29	1.9%		Is	146	10	51	84	84	73
W	Water	3.90	1.7%								
OfA	Oshtemo fine sandy loam, loamy substratum, 0 to 2 percent slopes	3.05	1.3%		IIIs	115	8	40	74	74	62
BmB2	Blount loam, interlobate moraines, 1 to 4 percent slopes, eroded	2.97	1.3%		Ile	137	9	50	54	54	44
MsoA	Minster silty clay loam, till substratum, 0 to 1 percent slopes	2.26	1.0%		IIIw	159		47	70	70	65
BmB	Blount silt loam, 2 to 6 percent slopes	2.08	0.9%		Ile	126	8	41	53	53	43
HoA	Whitaker loam, 0 to 2 percent slopes	1.78	0.8%		IIw	140	9	46	74	74	72
McB	Martinsville loam, 2 to 6 percent slopes	1.39	0.6%		Ile	145	10	51	83	83	72
Wu	Willette muck	1.21	0.5%		IIIw	145	10	39	96	96	90
Go	Gilford fine sandy loam, till plain, 0 to 2 percent slopes	0.93	0.4%		IIIw	146	10	33	69	69	51
McB2	Martinsville loam, 2 to 6 percent slopes, moderately eroded	0.37	0.2%		Ile	140	9	49	77	77	74
HpA	Whitaker silt loam, 0 to 2 percent slopes	0.28	0.1%		IIw	140	9	46	75	75	72
<b>Weighted Average</b>						<b>153.5</b>	<b>6.7</b>	<b>46.8</b>	<b>*n 73.9</b>	<b>*n 73.9</b>	<b>*n 67.6</b>

\*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.

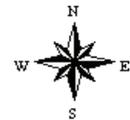
# WETLANDS MAP



State: **Indiana**  
 Location: **30-31N-11E**  
 County: **Allen**  
 Township: **Lake**  
 Date: **4/29/2021**



Maps Provided By  
  
 CUSTOMIZED ONLINE MAPPING  
 © AgriData, Inc. 2021 www.AgriDataInc.com



Classification Code	Type	Acreage
PEM1Bd	Freshwater Emergent Wetland	4.76
PUBG	Freshwater Pond	3.90
PFO1C	Freshwater Forested/Shrub Wetland	2.83
PFO1/UBF	Freshwater Forested/Shrub Wetland	1.25
R5UBFx	Riverine	0.66
Total Acres		13.40

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



# COUNTY TAX RECORDS

## Arcola Rd

Fort Wayne, IN 46818

## Property

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### Information

**Tax Year/Pay Year**

2020 / 2021

**Parcel Number**

02-06-29-400-001.000-049

**Property Type**

Real

**Tax Unit / Description**

49 - Lake

**Property Class**

AGRICULTURAL - VACANT LAND

**Owner of Record**

Butts Edward B Trs of the Edward BButts Revocable Trust

**Mailing Address**

14228 Arcola Rd  
Fort Wayne, IN 46818

**Mortgage Company**

no data

**Mtg Company Last Changed**

no data

**Tif**

no data

**Provide Electronic Billing?**

No

**Duplicate Number**

1832925

**Homestead Credit Filed?**

No

**Over 65 Circuit Breaker?**

No

# COUNTY TAX RECORDS - Tracts 1-3

Low Tax Info

4/22/21, 11:19 AM

INU

## Legal Description

Note: Not to be used on legal documents

### Description

W 1/2 Se 1/4 Ex W 185 Of E 430of S 305 Ft Sec 29

### Section

0029

### Township

0006

### Range

no data

### Parcel Acres

75.7

### Lot Number

no data

### Block/Subdivision

no data

## Billing

**\$1,873.18**

Current Account Balance

## Detail

	Tax Bill	Adjustments	Balance
Spring Tax:	\$884.14	\$0.00	\$884.14
Spring Penalty:	\$0.00	\$0.00	\$0.00
Spring Annual:	\$0.00	\$0.00	\$0.00
Fall Tax:	\$884.14	\$0.00	\$884.14
Fall Penalty:	\$0.00	\$0.00	\$0.00
Fall Annual:	\$0.00	\$0.00	\$0.00

# COUNTY TAX RECORDS - Tracts 1-3

Delq NTS Pen:	\$0.00	\$0.00	\$0.00
Delq TS Tax:	\$0.00	\$0.00	\$0.00
Delq TS Pen:	\$0.00	\$0.00	\$0.00
Other Assess:	\$104.90	\$0.00	\$104.90
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:	\$114.53	\$0.00	\$114.53
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
<b>Tax and Penalty:</b>	\$0.00	\$0.00	\$1,768.28
<b>Other Assess (+):</b>	\$0.00	\$0.00	\$104.90
<b>Fees (+):</b>	\$0.00	\$0.00	\$0.00
<b>Cert to Court (-):</b>	\$0.00	\$0.00	\$0.00
<b>Subtotal:</b>	\$0.00	\$0.00	\$1,873.18
<b>Receipts:</b>	\$0.00	\$0.00	\$0.00
<b>Total Due:</b>	\$0.00	\$0.00	\$1,873.18
<b>Surplus Transfer:</b>	\$0.00	\$0.00	\$0.00
<b>Account Balance:</b>	\$0.00	\$0.00	\$1,873.18

## Tax History

Pay Year	Spring	Fall	Delinquencies	Total Tax	Payments

# COUNTY TAX RECORDS - Tracts 1-3

Low Tax Info

4/22/21, 11:19 AM

2021	\$936.59	\$936.59	\$0.00	\$1,873.18	\$0.00
2020	\$1,110.72	\$1,110.72	\$0.00	\$2,221.44	\$2,221.44
2019	\$1,178.74	\$1,168.14	\$0.00	\$2,346.88	\$2,346.88
2018	\$1,431.30	\$1,420.70	\$0.00	\$2,852.00	\$2,852.00
2017	\$1,614.25	\$1,614.25	\$0.00	\$3,228.50	\$3,228.50
2016	\$1,750.82	\$1,750.82	\$0.00	\$3,501.64	\$3,501.64
2015	\$1,709.60	\$1,694.00	\$0.00	\$3,403.60	\$3,403.60
2014	\$1,511.82	\$1,511.82	\$0.00	\$3,023.64	\$3,023.64
2013	\$1,356.60	\$1,346.00	\$0.00	\$2,702.60	\$2,702.60
2012	\$1,298.32	\$1,298.32	\$0.00	\$2,596.64	\$2,596.64
2011	\$1,080.86	\$1,080.86	\$0.00	\$2,161.72	\$2,161.72

## Payments

Payable Year	Entry Date	Payable Period	Amount Paid	Property Project
No data				

## Tax Overview

### Tax Summary

Tax Summary Item	2020	2021
<b>1. Gross assessed value of property</b>		
1a. Gross assessed value of land and improvements	\$0	\$0
1b. Gross assessed value of all other residential property	\$128,900	\$105,800
1c. Gross assessed value of all other property	\$0	\$0
<b>2. Equals total gross assessed value of property</b>	\$128,900	\$105,800
2a. Minus deductions	\$0	\$0
<b>3. Equals subtotal of net assessed value of property</b>	\$128,900	\$105,800
3a. Multiplied by your local tax rate	1.8286	1.7796
<b>4. Equals gross tax liability</b>	\$2,357.06	\$1,882.81
4a. Minus local property tax credits	(\$135.62)	(\$114.53)
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

# COUNTY TAX RECORDS - Tracts 1-3

5. Total property tax liability

\$2,221.44

\$1,768.28

## Assessed Values as of 03/13/2020

Land Value	\$105,800
Improvements	\$0

## Other Assessments

Assessment Name	Billing	Adjustments	Balance
1109340 - Seegar Unit Drain	\$0.00	\$0.00	\$0.00
5092520 - Gangwer	\$104.90	\$0.00	\$104.90

## Exemptions / Deductions

Description	Amount
No data	

## History

### Property

Event	Date	Time	Effective Date	Create Year	Related Property Key	Book	Page	Doc Nbr
No data								

### Transfer

Transferred From	Transfer Date	Reference Number	Document Number	Book	Page
Butts Edward B	08/28/1998	00098-8757			
Butts George W &	08/15/1986	0u7071			
Butts George W & Ona P	12/23/1985	T10877			
Prior To Tax System	01/01/1801	Z221			

# COUNTY TAX RECORDS - Tracts 1-3

Low Tax Info

4/22/21, 11:19 AM

Last Updated April 22, 2021

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# COUNTY TAX RECORDS - Tracts 4-5

- Homestead Credit Filed flag Removed in Future Years

## 14228 Arcola Rd

Fort Wayne, IN 46818



## Property

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### Information

**Tax Year/Pay Year**

2020 / 2021

**Parcel Number**

02-06-30-400-001.000-049

**Property Type**

Real

**Tax Unit / Description**

49 - Lake

**Property Class**

AGRICULTURAL - CASH GRAIN/GENERAL FARM

**Owner of Record**

Butts Edward B Trs of the Edward BButts Revocable Trust

**Mailing Address**

14228 Arcola Rd  
Fort Wayne, IN 46818

**Mortgage Company**

no data

**Mtg Company Last Changed**

# COUNTY TAX RECORDS - Tracts 4-5

Low Tax Info

4/22/21, 11:20 AM

no data

**Tif**

no data

**Provide Electronic Billing?**

No

**Duplicate Number**

1832946

**Homestead Credit Filed?**

Yes

**Over 65 Circuit Breaker?**

No

## Legal Description

Note: Not to be used on legal documents

**Description**

W1/2 Ne1/4 S Of Rr & N1/2se1/4ex Rr & W 30 Of E201.86 Ft Sw1/4 Se1/4 Sec 30 & N1/2sw1/4ex Rr Sec 29

**Section**

0030

**Township**

0006

**Range**

no data

**Parcel Acres**

151.52

**Lot Number**

no data

**Block/Subdivision**

no data

## Billing

---

**\$4,466.60**

Current Account Balance

## Detail

# COUNTY TAX RECORDS - Tracts 4-5

	<b>Tax Bill</b>	<b>Adjustments</b>	<b>Balance</b>
<b>Spring Tax:</b>	\$2,119.74	\$0.00	\$2,119.74
<b>Spring Penalty:</b>	\$0.00	\$0.00	\$0.00
<b>Spring Annual:</b>	\$0.00	\$0.00	\$0.00
<b>Fall Tax:</b>	\$2,119.74	\$0.00	\$2,119.74
<b>Fall Penalty:</b>	\$0.00	\$0.00	\$0.00
<b>Fall Annual:</b>	\$0.00	\$0.00	\$0.00
<b>Delq NTS Tax:</b>	\$0.00	\$0.00	\$0.00
<b>Delq NTS Pen:</b>	\$0.00	\$0.00	\$0.00
<b>Delq TS Tax:</b>	\$0.00	\$0.00	\$0.00
<b>Delq TS Pen:</b>	\$0.00	\$0.00	\$0.00
<b>Other Assess:</b>	\$227.12	\$0.00	\$227.12
<b>Late Fine:</b>	\$0.00	\$0.00	\$0.00
<b>20% Penalty:</b>	\$0.00	\$0.00	\$0.00
<b>Demand Fee:</b>	\$0.00	\$0.00	\$0.00
<b>Jdg Tax/Pen/Int:</b>	\$0.00	\$0.00	\$0.00
<b>Judgement Fee:</b>	\$0.00	\$0.00	\$0.00
<b>Advert Fee:</b>	\$0.00	\$0.00	\$0.00
<b>Tax Sale Fee:</b>	\$0.00	\$0.00	\$0.00
<b>NSF Fee:</b>	\$0.00	\$0.00	\$0.00
<b>Certified to Court:</b>	\$0.00	\$0.00	\$0.00
<b>LIT Credits:</b>	\$310.17	\$0.00	\$310.17
<b>PTRC:</b>	\$0.00	\$0.00	\$0.00
<b>HMST Credit:</b>	\$0.00	\$0.00	\$0.00
<b>Circuit Breaker:</b>	\$0.00	\$0.00	\$0.00
<b>Over 65 CB:</b>	\$0.00	\$0.00	\$0.00
<b>Tax and Penalty:</b>	\$0.00	\$0.00	\$4,239.48
<b>Other Assess (+):</b>	\$0.00	\$0.00	\$227.12
<b>Fees (+):</b>	\$0.00	\$0.00	\$0.00
<b>Cert to Court (-):</b>	\$0.00	\$0.00	\$0.00

# COUNTY TAX RECORDS - Tracts 4-5

Low Tax Info

4/22/21, 11:20 AM

<b>Subtotal:</b>	\$0.00	\$0.00	\$4,466.60
<b>Receipts:</b>	\$0.00	\$0.00	\$0.00
<b>Total Due:</b>	\$0.00	\$0.00	\$4,466.60
<b>Surplus Transfer:</b>	\$0.00	\$0.00	\$0.00
<b>Account Balance:</b>	\$0.00	\$0.00	\$4,466.60

## Tax History

Pay Year	Spring	Fall	Delinquencies	Total Tax	Payments
2021	\$2,233.30	\$2,233.30	\$0.00	\$4,466.60	\$0.00
2020	\$2,539.17	\$2,539.17	\$0.00	\$5,078.34	\$5,078.34
2019	\$2,647.60	\$2,647.60	\$0.00	\$5,295.20	\$5,295.20
2018	\$3,073.70	\$3,073.70	\$0.00	\$6,147.40	\$6,147.40
2017	\$3,420.31	\$3,420.31	\$0.00	\$6,840.62	\$6,840.62
2016	\$3,705.06	\$3,705.06	\$0.00	\$7,410.12	\$7,410.12
2015	\$3,591.24	\$3,591.24	\$0.00	\$7,182.48	\$7,182.48
2014	\$3,326.12	\$3,326.12	\$0.00	\$6,652.24	\$6,652.24
2013	\$3,038.30	\$3,038.30	\$0.00	\$6,076.60	\$6,076.60
2012	\$2,877.27	\$2,877.27	\$0.00	\$5,754.54	\$5,754.54
2011	\$1,833.36	\$1,833.36	\$0.00	\$3,666.72	\$3,666.72

## Payments

Payable Year	Entry Date	Payable Period	Amount Paid	Property Project
No data				

## Tax Overview

### Tax Summary

Tax Summary Item	2020	2021
1. Gross assessed value of property		

# COUNTY TAX RECORDS - Tracts 4-5

1a. Gross assessed value of land and improvements	\$87,000	\$87,700
1b. Gross assessed value of all other residential property	\$229,600	\$188,200
1c. Gross assessed value of all other property	\$39,700	\$39,700
<b>2. Equals total gross assessed value of property</b>	<b>\$356,300</b>	<b>\$315,600</b>
2a. Minus deductions	(\$59,700)	(\$59,945)
<b>3. Equals subtotal of net assessed value of property</b>	<b>\$296,600</b>	<b>\$255,655</b>
3a. Multiplied by your local tax rate	1.8286	1.7796
<b>4. Equals gross tax liability</b>	<b>\$5,423.63</b>	<b>\$4,549.65</b>
4a. Minus local property tax credits	(\$345.29)	(\$310.17)
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
<b>5. Total property tax liability</b>	<b>\$5,078.34</b>	<b>\$4,239.48</b>

## Assessed Values as of 03/13/2020

Land Value	\$218,200
Improvements	\$97,400

## Other Assessments

Assessment Name	Billing	Adjustments	Balance
5092520 - Gangwer	\$227.12	\$0.00	\$227.12

## Exemptions / Deductions

Description	Amount
Homestead Stand	\$45,000.00
Homestead Supp	\$14,945.00
<b>Count: 2</b>	<b>\$59,945.00</b>

## History

### Property

Event	Date	Time	Effective Date	Create Year	Related Property Key	Book	Page	Doc Nbr
No data								

# COUNTY TAX RECORDS - Tracts 4-5

Low Tax Info

4/22/21, 11:20 AM

## Transfer

Transferred From	Transfer Date	Reference Number	Document Number	Book	Page
Butts Edward B & Beverly M	08/28/1998	00098-8757			
Crandal James H & Hazel E	06/13/1974	0h3528			
Clark Geo	12/21/1970	0d7048			
Prior To Tax System	01/01/1801				

Last Updated April 22, 2021

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# **FSA INFORMATION & MAPS**

# FSA INFORMATION

INDIANA  
ALLEN



United States Department of Agriculture  
Farm Service Agency

FARM : 4081

Prepared : 5/3/21 2:15 PM

Form: FSA-156EZ

Crop Year : 2021

See Page 4 for non-discriminatory Statements.

## Abbreviated 156 Farm Record

Operator Name : ADAM N ARNOLD  
 Farms Associated with Operator : 18-003-302, 18-003-4081  
 CRP Contract Number(s) : None  
 Recon ID : None  
 Transferred From : None  
 ARCPLC G/WF Eligibility : Eligible

### Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
312.24	286.21	286.21	0.00	0.00	0.00	0.00	0.00	Active	4
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	286.21	0.00		0.00		0.00	0.00	0.00

### Crop Election Choice

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

### DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	26.20	0.00	41	
Corn	116.80	0.00	93	
Soybeans	129.50	0.00	35	
<b>TOTAL</b>	<b>272.50</b>	<b>0.00</b>		

### NOTES

--

Tract Number : 2458

Description : A7/2A LAKE TWP SEC 32 SOUTH OF ARCOLA RD  
 FSA Physical Location : INDIANA/ALLEN  
 ANSI Physical Location : INDIANA/ALLEN  
 BIA Unit Range Number :  
 HEL Status : NHEL: No agricultural commodity planted on undetermined fields  
 Wetland Status : Wetland determinations not complete  
 WL Violations : None  
 Owners : EDWARD BUTTS  
 Other Producers : None  
 Recon ID : None

### Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
38.99	38.99	38.99	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	38.99	0.00	0.00	0.00	0.00	0.00

# FSA INFORMATION

INDIANA  
ALLEN  
Form: FSA-156EZ



United States Department of Agriculture  
Farm Service Agency

FARM : 4081  
Prepared : 5/3/21 2:15 PM  
Crop Year : 2021

## Abbreviated 156 Farm Record

**Tract Number** : 2474

**Description** : A6/1B LAKE TWP SEC 30 SOUTH OF RAILROAD TRACKS

**FSA Physical Location** : INDIANA/ALLEN

**ANSI Physical Location** : INDIANA/ALLEN

**BIA Unit Range Number** :

**HEL Status** : NHEL: No agricultural commodity planted on undetermined fields

**Wetland Status** : Tract contains a wetland or farmed wetland

**WL Violations** : None

**Owners** : EDWARD BUTTS

**Other Producers** : None

**Recon ID** : None

### Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
157.03	138.31	138.31	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	138.31	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	9.70	0.00	41
Corn	67.90	0.00	93
Soybeans	56.30	0.00	35
<b>TOTAL</b>	<b>133.90</b>	<b>0.00</b>	

### NOTES

**Tract Number** : 2476

**Description** : A6/2A LAKE TWP SEC 29 NORTH & SOUTH OF RR TRACKS

**FSA Physical Location** : INDIANA/ALLEN

**ANSI Physical Location** : INDIANA/ALLEN

**BIA Unit Range Number** :

**HEL Status** : NHEL: No agricultural commodity planted on undetermined fields

**Wetland Status** : Wetland determinations not complete

**WL Violations** : None

**Owners** : EDWARD BUTTS

**Other Producers** : None

**Recon ID** : None

### Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
77.12	71.88	71.88	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	71.88	0.00	0.00	0.00	0.00	0.00

# FSA INFORMATION

INDIANA  
ALLEN  
Form: FSA-156EZ



United States Department of Agriculture  
Farm Service Agency

## Abbreviated 156 Farm Record

FARM : 4081  
Prepared : 5/3/21 2:15 PM  
Crop Year : 2021

### DCP Crop Data

Tract 2476 Continued ...

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	5.30	0.00	41
Corn	24.60	0.00	93
Soybeans	37.60	0.00	35
<b>TOTAL</b>	<b>67.50</b>	<b>0.00</b>	

### 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](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](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.

# FSA INFORMATION

**USDA Farm 4081 Tract 2474**  
 Administered by: Allen County, Indiana

Map prepared on: 1/27/2021  
 157.03 Tract acres  
 138.31 Cropland acres  
 0 CRP acres

Source: Primarily USDA NAIP 2020 imagery; IDHS or Dynamap roads; FSA data 2021-01-27 08:30:36

**Wetland Determination Identifiers:**  
 ● Restricted Use TRS: 31N11E30  
 ▼ Limited Restrictions Allen Co., IN  
 ■ Exempt from Conservation Compliance Provisions

□ CRP  
 □ CLU



CLU	Acres	HEL	LC	Contract	Prac	Yr	CI
1	48.19	N	2				Y
3	22.55	N	2				Y
4	17.47	N	2				Y
5	38.01	N	2				Y
6	12.09	N	2				Y

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# FSA INFORMATION

**USDA Farm 4081 Tract 2476**

Map prepared on: 1/27/2021

CRP **TRS: 31N11E29**  
 CLU **Allen Co., IN**



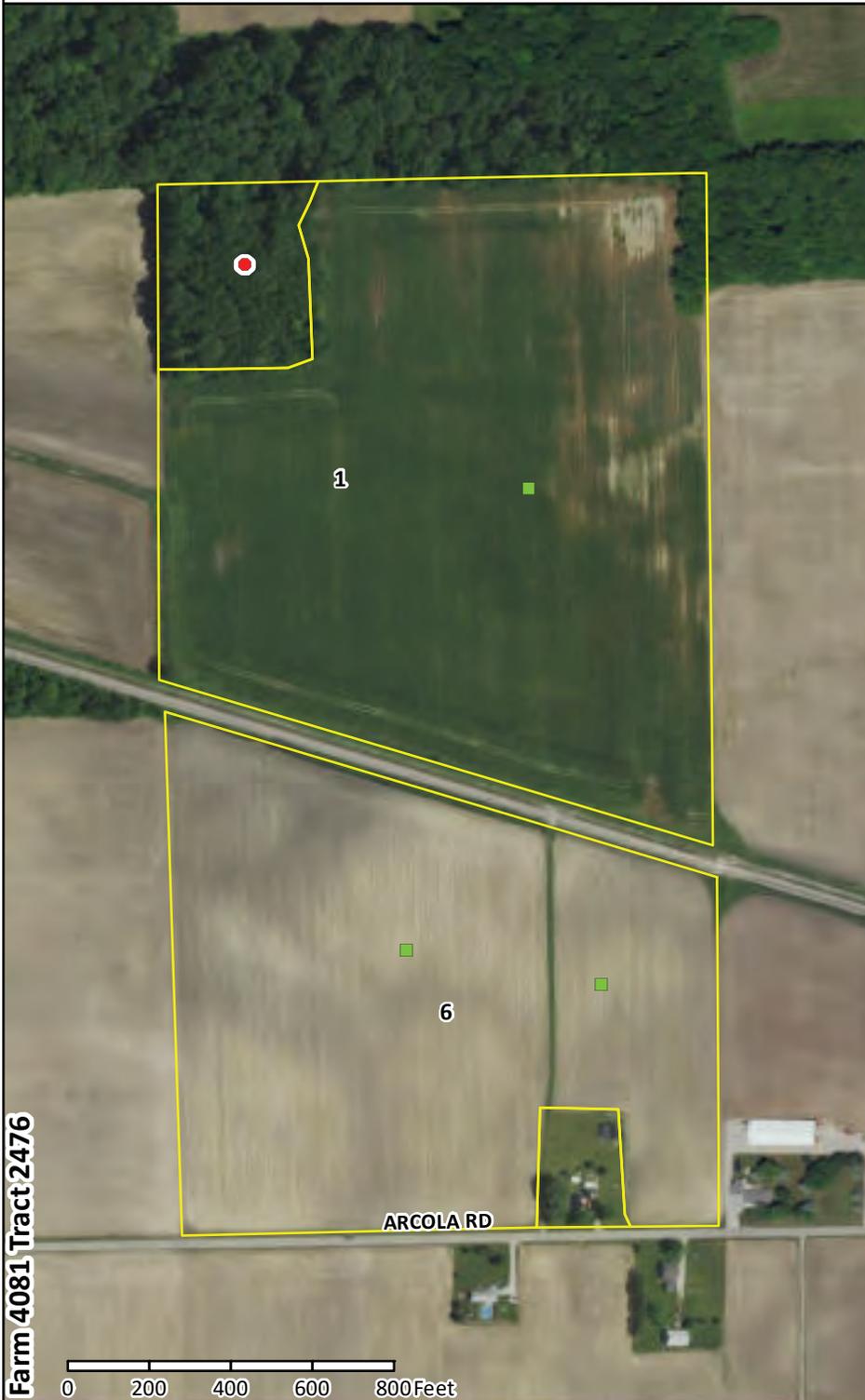
Administered by: Allen County, Indiana

77.12 Tract acres  
 71.88 Cropland acres  
 0 CRP acres

**Wetland Determination Identifiers:**  
 ● Restricted Use  
 ▼ Limited Restrictions  
 ■ Exempt from Conservation Compliance Provisions

Source: Primarily USDA NAIP 2020 imagery; IDHS or Dynamap roads; FSA data 2021-01-27 08:30:36

CLU	Acres	HEL	LC	Contract	Prac	Yr	C I
1	40.61	N	2				Y
6	31.27	N	2				Y



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**PRELIMINARY  
TITLE**

# PRELIMINARY TITLE - Tracts 1-3

 <p><b>First American</b> <b>Commitment</b></p>	<p>ALTA Commitment for Title Insurance</p> <p>Issued by <b>Metropolitan Title of Indiana, LLC</b> as issuing Agent for First American Title Insurance Company</p> <p>File No: 4035-185532</p>
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## COMMITMENT FOR TITLE INSURANCE

**Issued By Metropolitan Title of Indiana, LLC, as issuing Agent for First American Title Insurance Company**  
**NOTICE**

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

## COMMITMENT TO ISSUE POLICY

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

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

### **First American Title Insurance Company**



Dennis J. Gilmore, President



Greg L. Smith, Secretary

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

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Metropolitan Title of Indiana, LLC, as issuing Agent for 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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# PRELIMINARY TITLE - Tracts 1-3

## 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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# PRELIMINARY TITLE - Tracts 1-3

## 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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# PRELIMINARY TITLE - Tracts 1-3

 <b>First American</b> <b>Schedule A</b>	<b>ALTA Commitment for Title Insurance</b> Issued by <b>Metropolitan Title of Indiana, LLC</b> as issuing Agent for First American Title Insurance Company  File No: 4035-185532
---	---

**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.: 4035-185532

Issuing Office File No.: 4035-185532

Property Address: TBD Arcola Rd., 02-06-29-400-001.000-049, Fort Wayne, IN 46818

Revision:

Printed Date: 05/11/2021

## SCHEDULE A

1. Commitment Date: May 05, 2021 8:00 AM
2. Policy to be issued:
  - (A) ALTA Owner's Policy (6-17-06)  
Proposed Insured: To Be Determined  
Proposed Policy Amount: \$500.00
  - (B) ALTA Loan Policy (6-17-06)  
Proposed Insured: TBD - Lender and each successor and/or assign that is a successor in ownership of the Indebtedness, except as provided in Section 12(c) of the Conditions.  
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:

### Edward B. Butts as Trustee of the Edward B. Butts Revocable Trust

5. The Land is described as follows:

### See Schedule C 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 Metropolitan Title of Indiana, LLC, as issuing Agent for 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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# PRELIMINARY TITLE - Tracts 1-3

**INSURANCE FRAUD WARNING** by First American Title Insurance Company: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

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# PRELIMINARY TITLE - Tracts 1-3

 <p><b>First American</b> <b>Schedule BI &amp; BII</b></p>	<p><b>ALTA Commitment for Title Insurance</b></p> <p>Issued by <b>Metropolitan Title of Indiana, LLC</b> as issuing Agent for First American Title Insurance Company</p> <p>File No: 4035-185532</p>
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Commitment No.: 4035-185532

## 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 interest to the insured, or both, must be properly authorized, executed, acknowledged, proved by a subscribing witness before a notarial officer pursuant to IC 32-21-2-3(a) effective July 1, 2020, 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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Form 50004718 (8-23-18)	Page 6 of 11	ALTA Commitment for Title Insurance (8-1-16) Indiana
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# PRELIMINARY TITLE - Tracts 1-3

 <p><b>First American</b> <b>Schedule BI &amp; BII (Cont.)</b></p>	<p><b>ALTA Commitment for Title Insurance</b></p> <p>Issued by <b>Metropolitan Title of Indiana, LLC</b> as issuing Agent for First American Title Insurance Company</p> <p>File No: 4035-185532</p>
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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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Form 50004718 (8-23-18)	Page 7 of 11	ALTA Commitment for Title Insurance (8-1-16) Indiana
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# PRELIMINARY TITLE - Tracts 1-3

 <p><b>First American</b> <b>Schedule BI &amp; BII (Cont.)</b></p>	<p>ALTA Commitment for Title Insurance</p> <p>Issued by <b>Metropolitan Title of Indiana, LLC</b> as issuing Agent for First American Title Insurance Company</p> <p>File No: 4035-185532</p>
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Commitment No.: 4035-185532

## 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.

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Form 50004718 (8-23-18)	Page 8 of 11	ALTA Commitment for Title Insurance (8-1-16) Indiana
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# PRELIMINARY TITLE - Tracts 1-3

7. Real estate taxes assessed for the year 2020 are due in two installments payable May 10, 2021 and November 10, 2021:

Parcel No.: 02-06-29-400-001.000-049  
May Installment of \$884.14 shows paid  
November Installment of \$884.14 shows paid

Tax Year: Current Year 2020 due 2021

Land: \$105,800.00  
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 2021 due in May and November, 2022.

8. Drainage/Ditch Assessment: Parcel No.: 02-06-29-400-001.000-049 (5092520 Gangwer Drain) For the year: 2021; May installment of \$52.45 shows paid; November installment of \$52.45 shows paid.
9. Annual assessment for the maintenance of 1109340 Seegar Unit Drain, shows none due at this time.  
Note: Subsequent assessments as required.
10. Annual assessment for the maintenance of 0131941 Eel River Drain, shows none due at this time.  
Note: Subsequent assessments as required.
11. Annual assessment for the maintenance of 1606660 Little River Drain, shows none due at this time.  
Note: Subsequent assessments as required.
12. It is necessary that a copy of the trust be provided to METROPOLITAN TITLE OF INDIANA, LLC prior to closing, for review.
13. Easement for overhead utility granted to Whitley County Rural Electric Membership Corporation as recorded October 18, 1937 in Miscellaneous Record 99, pages 156-157.
14. Terms, conditions and provisions of Grant of Communications System Easement/Release dated May 23, 2008, recorded November 20, 2008, in Instrument No. 2008054485.
15. Right of Way for drainage, flow and maintenance of Pettigrew Drain Outfall as set forth in IC 36-9-27-33.

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# PRELIMINARY TITLE - Tracts 1-3

16. Notwithstanding any reference to the acreage or quantity of land described on Schedule C, nothing contained herein insures the quantity of land contained within the boundaries of the land described in Schedule C.
17. 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.
18. Rights of way for drainage tiles, ditches, feeders, laterals, and legal drains and ditches, if any.
19. 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.

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

The following are the vesting deed of record and all of the deeds, if any, affecting the Land recorded within 36 months preceding the Commitment Date hereof:

**VESTING DEED:**

Grantor: Edward B. Butts  
Grantee: Edward B. Butts Revocable Trust  
Date of Recording: August 28, 1998  
Recorded: Instrument No. 980060324

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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# PRELIMINARY TITLE - Tracts 1-3

 <p><b>Schedule C</b></p>	<p>ALTA Commitment for Title Insurance</p> <p>Issued by <b>Metropolitan Title of Indiana, LLC</b> as issuing Agent for First American Title Insurance Company</p> <p>File No: 4035-185532</p>
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Commitment No.: 4035-185532

The land referred to in this Commitment, situated in the County of Allen, State of Indiana, is described as follows:

The West Half of the Southeast Quarter of Section 29, Township 31 North, Range 11 East, Allen County, Indiana, excepting therefrom the West 185.0 feet of the East 430.0 feet of the South 305.0 feet of said West Half, after said exception, said in previous deed to contain 75.6 acres, more or less.

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# PRELIMINARY TITLE - Tract 4

 <p><b>First American</b> <b>Commitment</b></p>	<p>ALTA Commitment for Title Insurance</p> <p>Issued by <b>Metropolitan Title of Indiana, LLC</b> as issuing Agent for First American Title Insurance Company</p> <p>File No: 4035-185534</p>
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## COMMITMENT FOR TITLE INSURANCE

**Issued By Metropolitan Title of Indiana, LLC, as issuing Agent for First American Title Insurance Company**  
**NOTICE**

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

## COMMITMENT TO ISSUE POLICY

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

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

### First American Title Insurance Company



Dennis J. Gilmore, President



Greg L. Smith, Secretary

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

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Form 50004718 (8-23-18)	Page 1 of 11	ALTA Commitment for Title Insurance (8-1-16) Indiana
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# PRELIMINARY TITLE - Tract 4

## 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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# PRELIMINARY TITLE - Tract 4

## 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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# PRELIMINARY TITLE - Tract 4

 <b>First American</b> <b>Schedule A</b>	<b>ALTA Commitment for Title Insurance</b> Issued by <b>Metropolitan Title of Indiana, LLC</b> as issuing Agent for First American Title Insurance Company  File No: 4035-185534
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**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.: 4035-185534

Issuing Office File No.: 4035-185534

Property Address: 14228 Arcola Rd., 02-06-30-400-001.000-049, Fort Wayne, IN 46818

Revision:

Printed Date: 05/11/2021

## SCHEDULE A

1. Commitment Date: May 05, 2021 8:00 AM
2. Policy to be issued:
  - (A) ALTA Owner's Policy (6-17-06)  
Proposed Insured: To Be Determined  
Proposed Policy Amount: \$500.00
  - (B) ALTA Loan Policy (6-17-06)  
Proposed Insured: TBD - Lender and each successor and/or assign that is a successor in ownership of the Indebtedness, except as provided in Section 12(c) of the Conditions.  
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:

### Edward B. Butts as Trustee of the Edward B. Butts Revocable Trust

5. The Land is described as follows:

### See Schedule C 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

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Form 50004718 (8-23-18)	Page 4 of 11	ALTA Commitment for Title Insurance (8-1-16) Indiana
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# PRELIMINARY TITLE - Tract 4

**INSURANCE FRAUD WARNING** by First American Title Insurance Company: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

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# PRELIMINARY TITLE - Tract 4

 <p><b>First American</b> <b>Schedule BI &amp; BII</b></p>	<p><b>ALTA Commitment for Title Insurance</b></p> <p>Issued by <b>Metropolitan Title of Indiana, LLC</b> as issuing Agent for First American Title Insurance Company</p> <p>File No: 4035-185534</p>
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Commitment No.: 4035-185534

## 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 interest to the insured, or both, must be properly authorized, executed, acknowledged, proved by a subscribing witness before a notarial officer pursuant to IC 32-21-2-3(a) effective July 1, 2020, 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.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Metropolitan Title of Indiana, LLC, as issuing Agent for 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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Form 50004718 (8-23-18)	Page 6 of 11	ALTA Commitment for Title Insurance (8-1-16) Indiana
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# PRELIMINARY TITLE - Tract 4

 <p><b>Schedule BI &amp; BII (Cont.)</b></p>	<p>ALTA Commitment for Title Insurance</p> <p>Issued by <b>Metropolitan Title of Indiana, LLC</b> as issuing Agent for First American Title Insurance Company</p> <p>File No: 4035-185534</p>
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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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# PRELIMINARY TITLE - Tract 4

 <p><b>First American</b> <b>Schedule BI &amp; BII (Cont.)</b></p>	<p>ALTA Commitment for Title Insurance</p> <p>Issued by <b>Metropolitan Title of Indiana, LLC</b> as issuing Agent for First American Title Insurance Company</p> <p>File No: 4035-185534</p>
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Commitment No.: 4035-185534

## 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.

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# PRELIMINARY TITLE - Tract 4

7. Real estate taxes assessed for the year 2020 are due in two installments payable May 10, 2021 and November 10, 2021:

Parcel No.: 02-06-30-400-001.000-049  
May Installment of \$2,119.74 shows paid  
November Installment of \$2,119.74 shows paid

Tax Year: Current Year 2020 due 2021

Land:	\$218,200.00
Improvements:	\$97,400.00
Homeowners Exemption:	\$45,000.00
Mortgage Exemption:	\$0.00
Supplemental Homestead:	\$14,945.00
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 2021 due in May and November, 2022.

8. Drainage/Ditch Assessment: Parcel No.: 02-06-30-400-001.000-049 (Gangwer Drain) For the year: 2021; May installment of \$113.56 shows paid; November installment of \$113.56 shows paid.
9. Annual assessment for the maintenance of 0131941 Eel River Drain, shows none due at this time. Note: Subsequent assessments as required.
10. It is necessary that a copy of the trust be provided to METROPOLITAN TITLE OF INDIANA, LLC prior to closing, for review.
11. Terms, conditions and provisions of Sewer Agreement dated October 7, 1963, recorded October 13, 1977, in Instrument No. 77-029489.
12. Terms, conditions and provisions of Grant of Communications System Easement/Release dated March 12, 2008, recorded November 20, 2008, in Instrument No. 2008054484.
13. Right of Way for drainage, flow and maintenance of Rehling Drain Outfall as set forth in IC 36-9-27-33.
14. Notwithstanding any reference to the acreage or quantity of land described on Schedule C, nothing contained herein insures the quantity of land contained within the boundaries of the land described in Schedule C.
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.

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# PRELIMINARY TITLE - Tract 4

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.
18. 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.

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

The following are the vesting deed of record and all of the deeds, if any, affecting the Land recorded within 36 months preceding the Commitment Date hereof:

**VESTING DEED:**

Grantor: Edward B. Butts, surviving spouse of Beverly M. Butts  
Grantee: Edward B. Butts Revocable Trust  
Date of Recording: August 28, 1998  
Recorded: Instrument No. 980060324

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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# PRELIMINARY TITLE - Tract 4

 <p><b>Schedule C</b></p>	<p><b>ALTA Commitment for Title Insurance</b></p> <p>Issued by <b>Metropolitan Title of Indiana, LLC</b> as issuing Agent for First American Title Insurance Company</p> <p>File No: 4035-185534</p>
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Commitment No.: 4035-185534

The land referred to in this Commitment, situated in the County of Allen, State of Indiana, is described as follows:

**PARCEL I:**

Part of the Southwest One-Quarter of the Southeast One-Quarter of Section 30, Township 31 North, Range 11 East, Allen County, Indiana, more particularly described as follows:

Commencing at a point on the West line of the Southeast Quarter of the Southeast Quarter of Section 30, Township 31 North, Range 11 East where it intersects with the South Section line of Section 30, Township 31 North, Range 11 East, said point also being the centerline of the Arcola Road; thence going West along said Section line, a distance of 171.86 feet to the point of beginning; thence containing along said Section line, a distance of 30 feet to a point; thence going North and parallel to the West line of the Southeast Quarter of the Southeast Quarter of Section 30, Township 31 North, Range 11 East, a distance of 1297.65 feet to a point; thence going East, a distance of 30 feet to a point; thence going South and parallel to the West line of the Southeast Quarter of the Southeast Quarter of Section 30, Township 31 North, Range 11 East, a distance of 1297.81 feet to the point of beginning. Said in previous deed to contain 0.89 acres, more or less.

**PARCEL II:**

The North Half of the Southwest Quarter of Section 29, Township 31 North, Range 11 East, in Allen County, Indiana, with the exception of the railroad right of way.

Also, the Northeast Quarter of the Southeast Quarter of Section 30, Township 31 North, Range 11 East, in Allen County, Indiana, with the exception of the railroad right of way.

Also, the Northwest Quarter of the Southeast Quarter of Section 30, Township 31 North, Range 11 East, in Allen County, Indiana, with the exception of the railroad right of way.

Also, that part of the West Half of the Northeast Quarter of Section 30, Township 31 North, Range 11 East lying South of the right of way of the Pittsburgh, Fort Wayne and Chicago Railroad Company, said in previous deed to contain 6 acres, more or less, in Allen County, Indiana, and a lane 25 feet wide, 12 1/2 feet on each side of the West line of the Southeast Quarter of the Southeast Quarter of Section 30, Township 31 North, Range 11 East, and extending the entire length of the West line. Excepting the East Half of a lane 25 feet wide, 12 1/2 feet on each side of the West line of the Southeast Quarter of the Southeast Quarter of Section 30, Township 31 North, Range 11 East, and extending the entire length of said West line.

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# PRELIMINARY TITLE - Tract 5



## Privacy Notice

**Effective:** October 1, 2019

**Notice Last Updated:** January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy/>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

**What Type Of Information Do We Collect About You?** We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Collect Your Information?** We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

**How Do We Use Your Information?** We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Share Your Information?** We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Store and Protect Your Information?** The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

**How Long Do We Keep Your Information?** We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

**Your Choices** We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

**International Jurisdictions:** Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

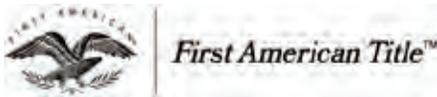
We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

**Contact Us** [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.

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# PRELIMINARY TITLE - Tract 5



## For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

**Right to Know.** You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or by calling toll-free at 1-866-718-0097.

**Right of Deletion.** You also have a right to request that we delete the **personal information** we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or by calling toll-free at 1-866-718-0097.

**Verification Process.** For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

**Notice of Sale.** We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

**Right of Non-Discrimination.** You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

**Notice of Collection.** To learn more about the categories of **personal information** we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in <https://www.firstam.com/privacy-policy>. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

**Notice of Sale.** We have not sold the **personal information** of California residents in the past 12 months.

**Notice of Disclosure.** To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

# PRELIMINARY TITLE - Tract 5

 <p><b>First American</b> <b>Commitment</b></p>	<p>ALTA Commitment for Title Insurance</p> <p>Issued by <b>Metropolitan Title of Indiana, LLC</b> as issuing Agent for First American Title Insurance Company</p> <p>File No: 4035-185534</p>
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## COMMITMENT FOR TITLE INSURANCE

**Issued By Metropolitan Title of Indiana, LLC, as issuing Agent for First American Title Insurance Company**  
**NOTICE**

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

## COMMITMENT TO ISSUE POLICY

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

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

### **First American Title Insurance Company**



Dennis J. Gilmore, President



Greg L. Smith, Secretary

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

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# PRELIMINARY TITLE - Tract 5

## 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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# PRELIMINARY TITLE - Tract 5

## 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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# PRELIMINARY TITLE - Tract 5

 <b>First American</b> <b>Schedule A</b>	<b>ALTA Commitment for Title Insurance</b> Issued by <b>Metropolitan Title of Indiana, LLC</b> as Issuing Agent for First American Title Insurance Company  File No: 4035-185534
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**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.: 4035-185534

Issuing Office File No.: 4035-185534

Property Address: 14228 Arcola Rd., 02-06-30-400-001.000-049, Fort Wayne, IN 46818

Revision:

Printed Date: 05/11/2021

## SCHEDULE A

1. Commitment Date: May 05, 2021 8:00 AM
2. Policy to be issued:
  - (A) ALTA Owner's Policy (6-17-06)  
Proposed Insured: To Be Determined  
Proposed Policy Amount: \$500.00
  - (B) ALTA Loan Policy (6-17-06)  
Proposed Insured: TBD - Lender and each successor and/or assign that is a successor in ownership of the Indebtedness, except as provided in Section 12(c) of the Conditions.  
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:

### Edward B. Butts as Trustee of the Edward B. Butts Revocable Trust

5. The Land is described as follows:

### See Schedule C 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

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Form 50004718 (8-23-18)	Page 4 of 11	ALTA Commitment for Title Insurance (8-1-16) Indiana
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# PRELIMINARY TITLE - Tract 5

**INSURANCE FRAUD WARNING** by First American Title Insurance Company: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

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# PRELIMINARY TITLE - Tract 5

 <p><b>First American</b> <b>Schedule BI &amp; BII</b></p>	<p><b>ALTA Commitment for Title Insurance</b></p> <p>Issued by <b>Metropolitan Title of Indiana, LLC</b> as issuing Agent for First American Title Insurance Company</p> <p>File No: 4035-185534</p>
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Commitment No.: 4035-185534

## 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 interest to the insured, or both, must be properly authorized, executed, acknowledged, proved by a subscribing witness before a notarial officer pursuant to IC 32-21-2-3(a) effective July 1, 2020, 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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# PRELIMINARY TITLE - Tract 5

 <p><b>Schedule BI &amp; BII (Cont.)</b></p>	<p><b>ALTA Commitment for Title Insurance</b></p> <p>Issued by <b>Metropolitan Title of Indiana, LLC</b> as issuing Agent for First American Title Insurance Company</p> <p>File No: 4035-185534</p>
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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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# PRELIMINARY TITLE - Tract 5

 <p><b>First American</b> <b>Schedule BI &amp; BII (Cont.)</b></p>	<p>ALTA Commitment for Title Insurance</p> <p>Issued by <b>Metropolitan Title of Indiana, LLC</b> as issuing Agent for First American Title Insurance Company</p> <p>File No: 4035-185534</p>
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Commitment No.: 4035-185534

## 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.

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# PRELIMINARY TITLE - Tract 5

7. Real estate taxes assessed for the year 2020 are due in two installments payable May 10, 2021 and November 10, 2021:

Parcel No.: 02-06-30-400-001.000-049  
May Installment of \$2,119.74 shows paid  
November Installment of \$2,119.74 shows paid

Tax Year: Current Year 2020 due 2021

Land:	\$218,200.00
Improvements:	\$97,400.00
Homeowners Exemption:	\$45,000.00
Mortgage Exemption:	\$0.00
Supplemental Homestead:	\$14,945.00
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 2021 due in May and November, 2022.

8. Drainage/Ditch Assessment: Parcel No.: 02-06-30-400-001.000-049 (Gangwer Drain) For the year: 2021; May installment of \$113.56 shows paid; November installment of \$113.56 shows paid.
9. Annual assessment for the maintenance of 0131941 Eel River Drain, shows none due at this time. Note: Subsequent assessments as required.
10. It is necessary that a copy of the trust be provided to METROPOLITAN TITLE OF INDIANA, LLC prior to closing, for review.
11. Terms, conditions and provisions of Sewer Agreement dated October 7, 1963, recorded October 13, 1977, in Instrument No. 77-029489.
12. Terms, conditions and provisions of Grant of Communications System Easement/Release dated March 12, 2008, recorded November 20, 2008, in Instrument No. 2008054484.
13. Right of Way for drainage, flow and maintenance of Rehling Drain Outfall as set forth in IC 36-9-27-33.
14. Notwithstanding any reference to the acreage or quantity of land described on Schedule C, nothing contained herein insures the quantity of land contained within the boundaries of the land described in Schedule C.
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.

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# PRELIMINARY TITLE - Tract 5

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.
18. 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.

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

The following are the vesting deed of record and all of the deeds, if any, affecting the Land recorded within 36 months preceding the Commitment Date hereof:

**VESTING DEED:**

Grantor: Edward B. Butts, surviving spouse of Beverly M. Butts  
Grantee: Edward B. Butts Revocable Trust  
Date of Recording: August 28, 1998  
Recorded: Instrument No. 980060324

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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# PRELIMINARY TITLE - Tract 5

 <p><b>Schedule C</b></p>	<p>ALTA Commitment for Title Insurance</p> <p>Issued by <b>Metropolitan Title of Indiana, LLC</b> as issuing Agent for First American Title Insurance Company</p> <p>File No: 4035-185534</p>
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Commitment No.: 4035-185534

The land referred to in this Commitment, situated in the County of Allen, State of Indiana, is described as follows:

**PARCEL I:**

Part of the Southwest One-Quarter of the Southeast One-Quarter of Section 30, Township 31 North, Range 11 East, Allen County, Indiana, more particularly described as follows:

Commencing at a point on the West line of the Southeast Quarter of the Southeast Quarter of Section 30, Township 31 North, Range 11 East where it intersects with the South Section line of Section 30, Township 31 North, Range 11 East, said point also being the centerline of the Arcola Road; thence going West along said Section line, a distance of 171.86 feet to the point of beginning; thence containing along said Section line, a distance of 30 feet to a point; thence going North and parallel to the West line of the Southeast Quarter of the Southeast Quarter of Section 30, Township 31 North, Range 11 East, a distance of 1297.65 feet to a point; thence going East, a distance of 30 feet to a point; thence going South and parallel to the West line of the Southeast Quarter of the Southeast Quarter of Section 30, Township 31 North, Range 11 East, a distance of 1297.81 feet to the point of beginning. Said in previous deed to contain 0.89 acres, more or less.

**PARCEL II:**

The North Half of the Southwest Quarter of Section 29, Township 31 North, Range 11 East, in Allen County, Indiana, with the exception of the railroad right of way.

Also, the Northeast Quarter of the Southeast Quarter of Section 30, Township 31 North, Range 11 East, in Allen County, Indiana, with the exception of the railroad right of way.

Also, the Northwest Quarter of the Southeast Quarter of Section 30, Township 31 North, Range 11 East, in Allen County, Indiana, with the exception of the railroad right of way.

Also, that part of the West Half of the Northeast Quarter of Section 30, Township 31 North, Range 11 East lying South of the right of way of the Pittsburgh, Fort Wayne and Chicago Railroad Company, said in previous deed to contain 6 acres, more or less, in Allen County, Indiana, and a lane 25 feet wide, 12 1/2 feet on each side of the West line of the Southeast Quarter of the Southeast Quarter of Section 30, Township 31 North, Range 11 East, and extending the entire length of the West line. Excepting the East Half of a lane 25 feet wide, 12 1/2 feet on each side of the West line of the Southeast Quarter of the Southeast Quarter of Section 30, Township 31 North, Range 11 East, and extending the entire length of said West line.

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**PHOTOS**

# PHOTOS



# PHOTOS



**TRACT 3**



**TRACTS 3 & 4**

# PHOTOS



**TRACT 5**



**TRACT 5**

# PHOTOS



**TRACT 5**



**TRACT 5**

# PHOTOS



# PHOTOS



**TRACT 5**



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