

LAND AUCTION | Thursday, July 22 • 6pm

Southeast Indiana at
Ripley County, Osgood

158.9± Acres
Offered in 2 Tracts

- Total 120+ FSA Cropland Acres
- 20 Minutes to Greensburg & Batesville
- Municipal Water Service
- 3 Miles North of Versailles State Park
- Investment Cropland Opportunity & Recreational Use
- Easy Access to Lawrenceburg/Aurora Area
- Timber Potential



TRACT 1



TRACT 1



TRACT 1



TRACT 2



TRACT 2



TRACT 2



TRACT 1

ONLINE BIDDING AVAILABLE

SCHRADER
Real Estate and Auction Company, Inc.

800.451.2709

SchraderAuction.com

**INFORMATION
BOOKLET**

DISCLAIMER:

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

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

OWNER: Mink Farms Inc., Don Mink (President), Jeff French (VP)

ATTORNEY: Larry Eaton



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:

PROCEDURES: The property will be offered in 2 individual tracts, any combination of tracts, or as a total 158.9± acre unit. There will be open bidding on all tracts and combinations during the auction as determined by the Auctioneer. Bids on tracts, tract combinations and the total property may compete.

DOWN PAYMENT: Real Estate 10% down payment on the day of the auction with the balance in cash at closing. The down payment may be made in the form of cash; cashier's check, personal check or corporate check. Your bidding is not conditional upon financing, so be sure you have arranged financing, if needed and are capable of paying cash at closing.

ACCEPTANCE OF BID PRICES: Successful bidder(s) will be required to enter into a purchase agreement at the auction site immediately following the close of the auction. All final bid prices are subject to the Seller's acceptance or rejection.

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

DEED: Sellers shall provide Corporate Deed.

CLOSING: The targeted closing date will be on or before November 1, 2021. The balance of the real estate purchase price is due at closing.

POSSESSION: At closing. Subject to 2021 crop rights. Buyer(s) to receive 2022 crop rights.

REAL ESTATE TAXES: Seller to pay November 2021 & May 2022 payable taxes to be credited to Buyer(s) at closing. Buyer(s) to pay taxes payable November 2022. Taxes estimated at \$3,954.09 or \$24.87/acre.

ACREAGE: All boundaries are approximate and have been estimated based on current legal descriptions.

SURVEY: Seller has provided survey on Tract 1. Tract 2 to be sold with existing legal description.

FSA INFORMATION: SEE AGENT. Farm #455 Tract #1695 Total 120.4 acres cropland.

EASEMENTS: Sale of the property is subject to any and all easements of record.

MINERAL RIGHTS: The sale shall include 100% of the mineral rights owned by the Seller.

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

representatives are exclusive agents of the seller.

DISCLAIMER AND ABSENCE OF WARRANTIES: All information contained in this brochure and all related materials are subject to the Terms and Conditions outlined in the Purchase Agreement. The property is being sold on "AS IS, WHERE IS" basis, and no warranty or representation, either express or implied, concerning the property is made by the seller or the auction company. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors or omissions is assumed by the Sellers or the Auction Company. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Sellers and Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decision of the Auctioneer is final. **ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.**

SALE MANAGER: Steve Slonaker • 877.747.0212 • 765.969.1697 (cell)

#AC63001504, #AU19300120

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REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

THURSDAY, JULY 22, 2021

158.9 ACRES – OSGOOD, INDIANA

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,

P.O. Box 508, Columbia City, IN, 46725,

Email to auctions@schraderauction.com or fax to 260-244-4431, no later than Thursday, July 15, 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
158.9± Acres • Ripley County, Indiana
Thursday, July 22, 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 Thursday, July 22, 2021 at 6:00 PM.
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$_____. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

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

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

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

8. **TECHNOLOGY DISCLAIMER:** Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet *in lieu of actually attending the auction* as a personal convenience to me.

9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Thursday, July 15, 2021**. Send your deposit and return this form via fax or email to: **260-244-4431 or auctions@schraderauction.com.**

I understand and agree to the above statements.

Registered Bidder's signature

Date

Printed Name

This document must be completed in full.

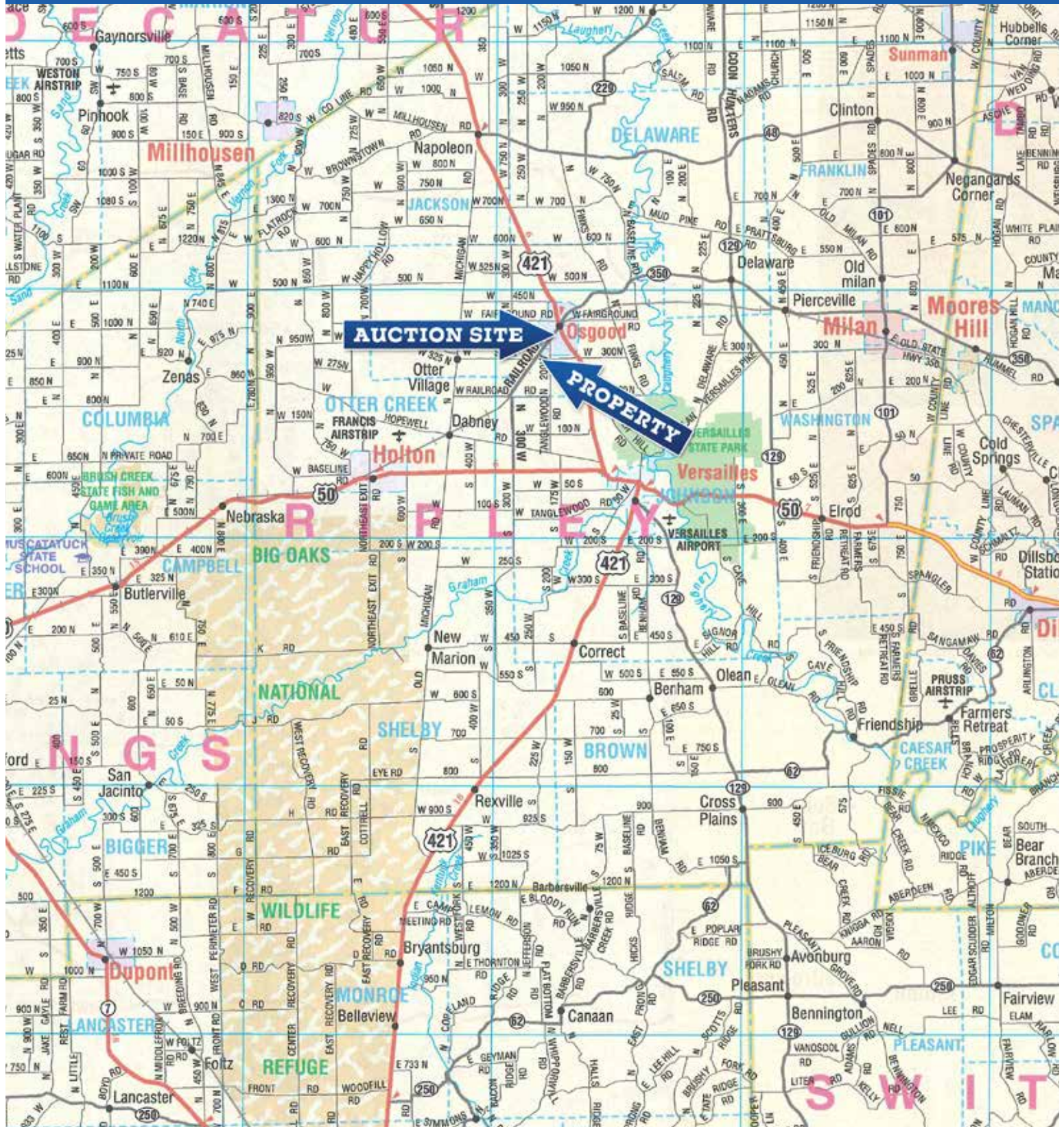
Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

E-mail address of registered bidder: _____

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

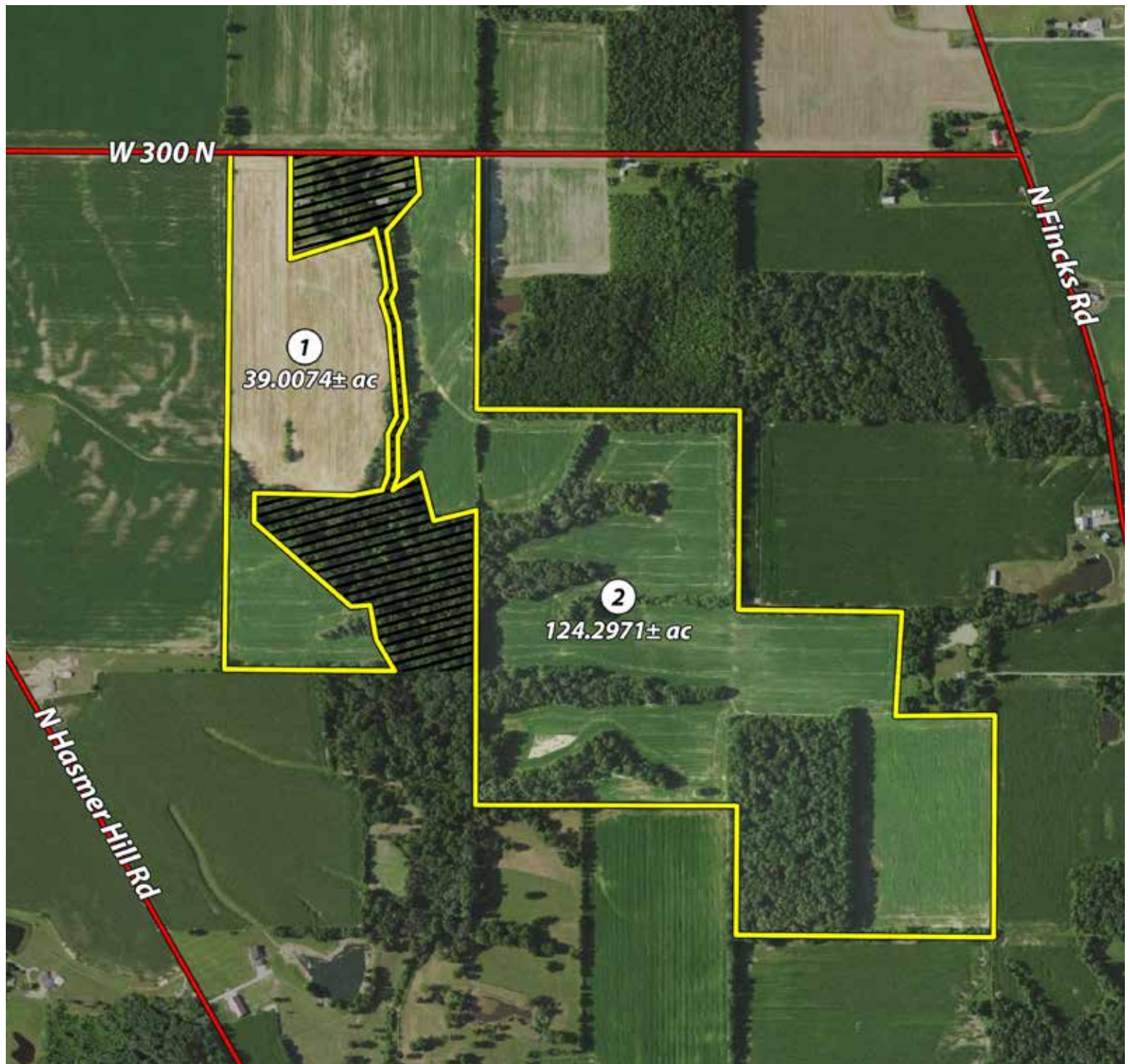
LOCATION & TRACT MAPS

LOCATION & TRACT MAPS



AUCTION SITE: Osgood Town Hall, 147 W Ripley St Osgood, IN 47037 • Just off Hwy 421
PROPERTY LOCATION: W County Rd 300 N Osgood, IN 47037 • From Osgood, South on Hwy 421 to County Rd 300 N, then East $\frac{3}{4}$ mi. to farm on South side of road. 1 mi. Southeast of Osgood.

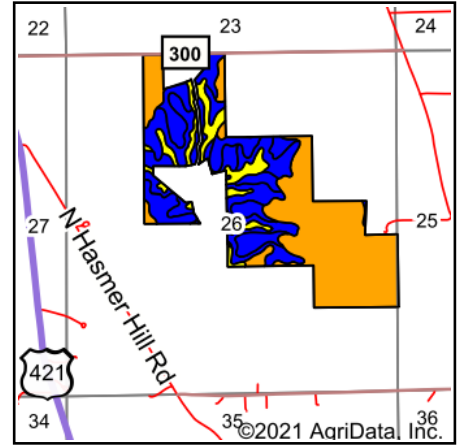
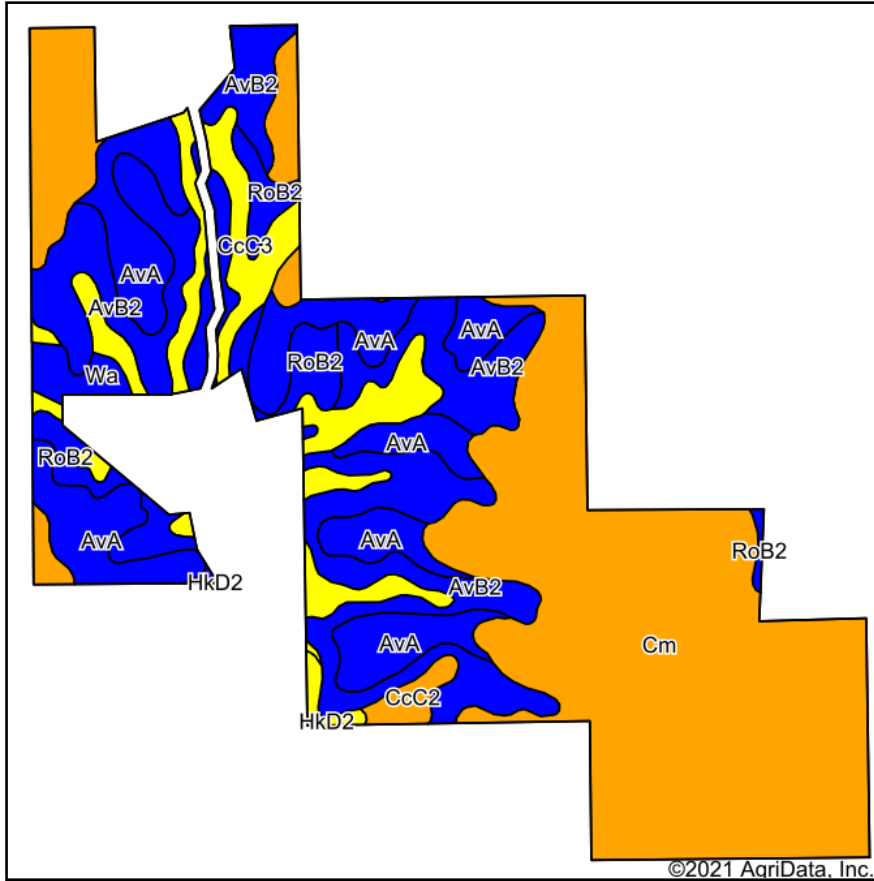
LOCATION & TRACT MAPS



MAPS

SURETY SOILS MAP

Soils Map



State: **Indiana**
 County: **Ripley**
 Location: **26-8N-11E**
 Township: **Center**
 Acres: **164.34**
 Date: **6/7/2021**

SCHRADER
 Real Estate and Auction Company, Inc.

Maps Provided By

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



Soils data provided by USDA and NRCS.

Area Symbol: IN137, Soil Area Version: 20

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Corn	Grass legume hay	Pasture	Soybeans	Tobacco	Winter wheat	*n NCCPI Soybeans
Cm	Cobbsfork silt loam, 0 to 1 percent slopes	76.17	46.3%		Illw	135	5	9	42		54	62
AvB2	Avonburg silt loam, 2 to 4 percent slopes, eroded	31.75	19.3%		Ile	130	4	9	43		57	53
AvA	Avonburg silt loam, 0 to 2 percent slopes	26.79	16.3%		Ilw	145	5	10	49	2558	64	65
CcC3	Cincinnati silt loam, 6 to 12 percent slopes, severely eroded	15.11	9.2%		IVe	108	4	7	38	164	50	20
RoB2	Nabb silt loam, 2 to 6 percent slopes, eroded	7.96	4.8%		Ile	130	4	8	45		57	45
Wa	Wakeland silt loam, 0 to 2 percent slopes, frequently flooded	4.14	2.5%		Ilw	130			46		3	72
CcC2	Cincinnati silt loam, 6 to 12 percent slopes, eroded	1.63	1.0%		Ille	114	4	8	40	2835	52	30
HkD2	Hickory silt loam, Muscatatuck Plateau, 12 to 18 percent slopes, eroded	0.79	0.5%		IVe	111	4	7	39		55	58
Weighted Average						132.5	4.5	8.7	43.2	460.2	54.7	*n 56

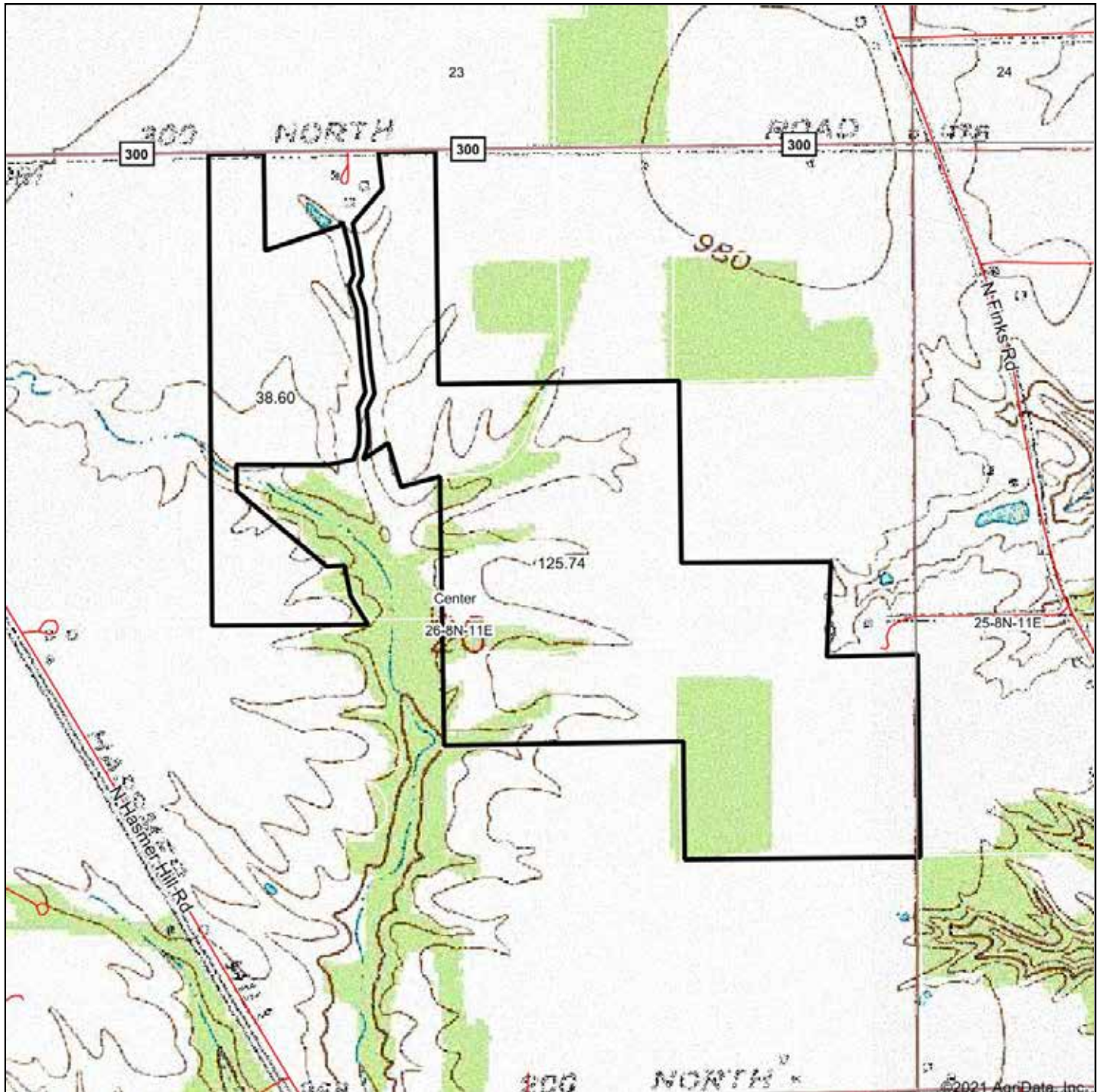
*n: The aggregation method is "Weighted Average using all components"

*c: Using Capabilities Class Dominant Condition Aggregation Method

Soils data provided by USDA and NRCS.

TOPOGRAPHY MAP

Topography Map

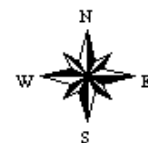


map center: 39° 6' 43, -85° 15' 59.91

0ft 883ft 1766ft



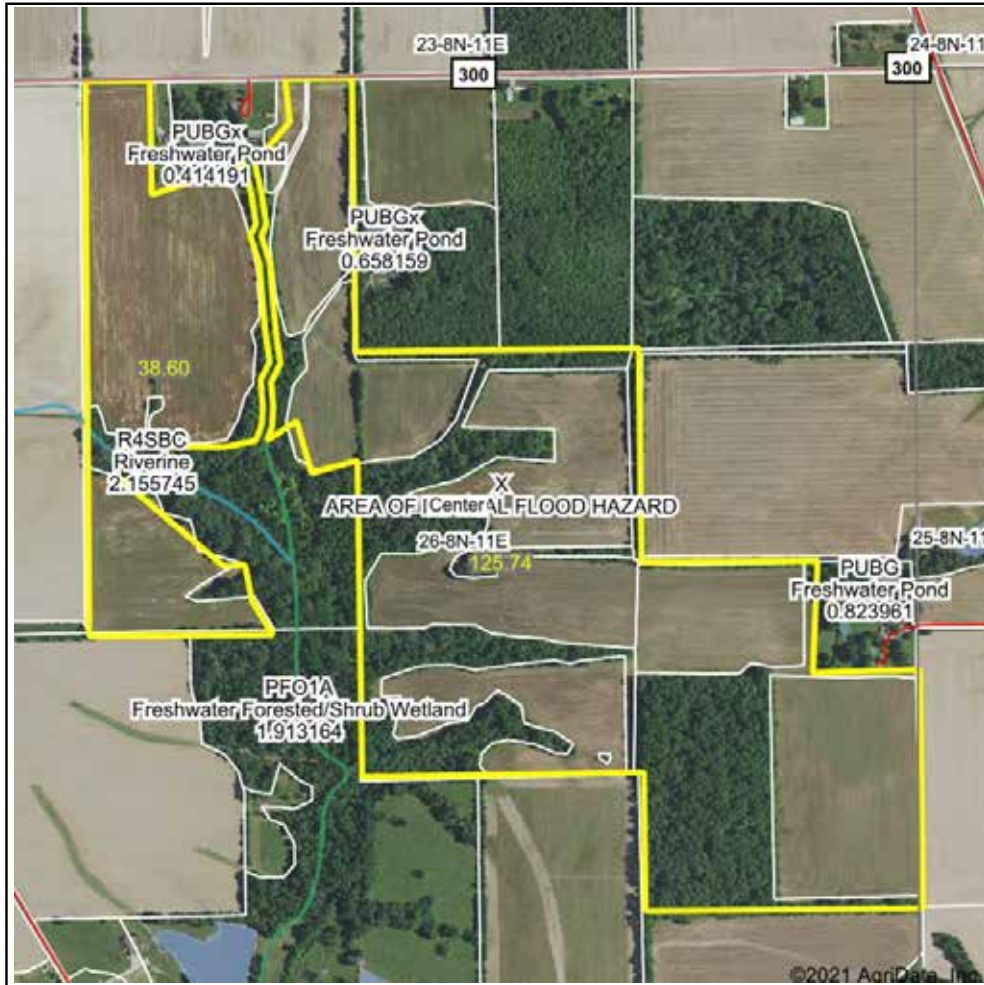
26-8N-11E
Ripley County
Indiana



6/7/2021

WETLANDS MAP

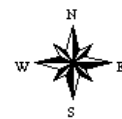
Wetlands Map



State: **Indiana**
 Location: **26-8N-11E**
 County: **Ripley**
 Township: **Center**
 Date: **6/7/2021**

SCHRADER
 Real Estate and Auction Company, Inc.

Maps Provided By
surety
 CUSTOMIZED ONLINE MAPPING
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0ft 979ft 1957ft

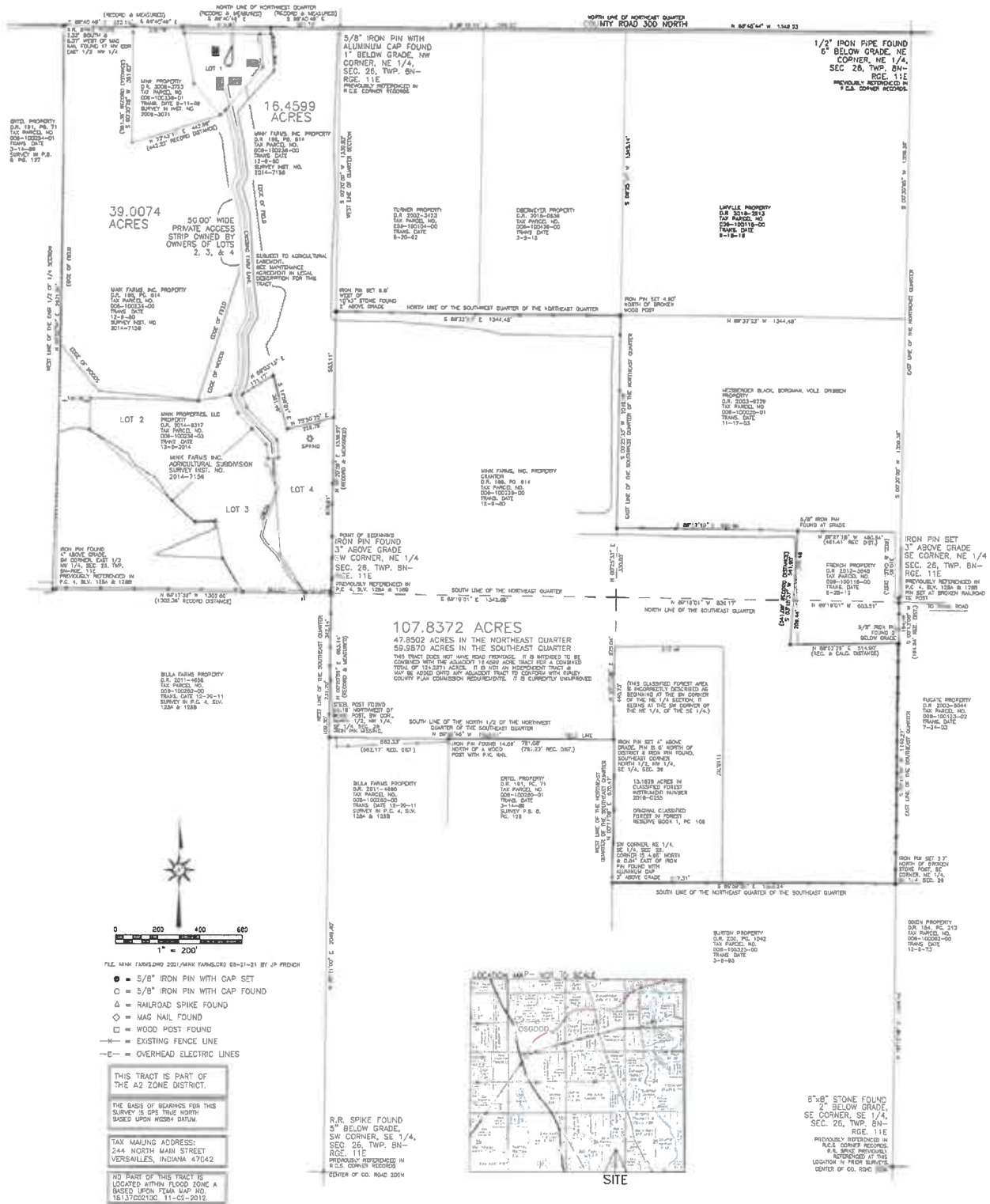
Classification Code	Type	Acres
R4SBC	Riverine	0.09
PFO1A	Freshwater Forested/Shrub Wetland	0.00
Total Acres		0.09

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

SURVEYS

SURVEY

RETRACEMENT SURVEY FOR MINK FARMS, INC.
PART OF THE NORTHEAST & SOUTHEAST QUARTERS OF SECTION 26, TOWNSHIP
8 NORTH, RANGE 11 EAST, CENTER TOWNSHIP, RIPLEY COUNTY, STATE OF INDIANA.



Jeffrey P. French
JUNE 21, 2021



LAND SURVEYOR:
JEFFREY P. FRENCH, RLS
FRENCH & ASSOCIATES LAND SURVEYING
244 NORTH MAIN STREET
VERSAILLES, INDIANA 47042
TEL: 812-669-5985

LAND OWNER:
MINK FARMS, INC.
244 NORTH MAIN STREET
VERSAILLES, INDIANA 47042



USDA INFORMATION

USDA INFORMATION

INDIANA

RIPLEY

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 455

Prepared : 6/4/21 6:01 AM

Crop Year : 2021

Operator Name : CHRIS LINVILLE

Farms Associated with Operator :

18-137-455, 18-137-547, 18-137-559, 18-137-626, 18-137-716, 18-137-788, 18-137-806, 18-137-1047, 18-137-1146,
18-137-1338, 18-137-1360, 18-137-1410, 18-137-2104, 18-137-2616, 18-137-2823, 18-137-4146, 18-137-4147,
18-137-4794, 18-137-4846, 18-137-4886, 18-137-5045, 18-137-5927, 18-137-5970, 18-137-6205, 18-137-6381,
18-137-6499, 18-137-6812, 18-137-7083, 18-137-7089

CRP Contract Number(s) : None

Recon ID : None

Transferred From : None

ARCPLC G/I/F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
194.83	120.04	120.04	0.00	0.00	0.00	0.00	0.00	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL	Acre Election	EWP	DCP Ag. Rel. Activity	Broken From Native Sod
0.00	0.00	120.04	0.00		0.00		0.00	0.00	0.00

Crop Election Choice

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

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	71.10	0.00	113	
Soybeans	41.60	0.00	41	
TOTAL	112.70	0.00		

NOTES

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Tract Number : 1695

Description : E35/1B Sec 26 Center Twp T8N R11E

FSA Physical Location : INDIANA/RIPLEY

ANSI Physical Location : INDIANA/RIPLEY

BIA Unit Range Number :

HEL Status : HEL field on tract. Conservation system being actively applied

Wetland Status : Wetland determinations not complete

WL Violations : None

Owners : MINK FARMS INC.

Other Producers : TAMMY J LINVILLE

Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
194.83	120.04	120.04	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	120.04	0.00	0.00	0.00	0.00	0.00

USDA INFORMATION

INDIANA
RIPLEY
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 455
Prepared : 6/4/21 6:01 AM
Crop Year : 2021

DCP Crop Data

Tract 1695 Continued ...

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Com	71.10	0.00	113
Soybeans	41.60	0.00	41
TOTAL	112.70	0.00	

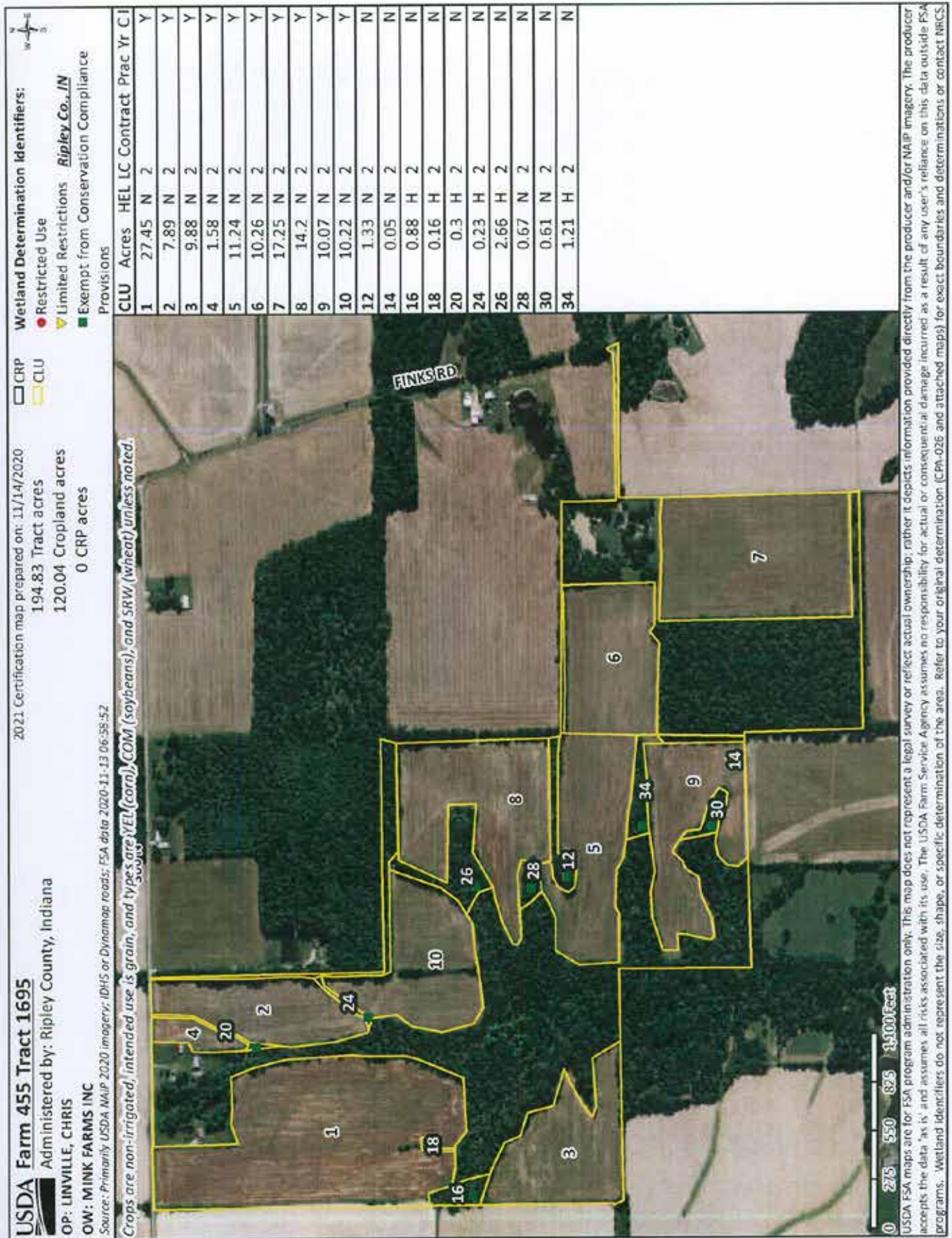
NOTES

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/permanent 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.asc.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

USDA INFORMATION



CLASSIFIED FOREST REPORT

CLASSIFIED FOREST REPORT



STEWARDSHIP PLAN & CLASSIFIED FOREST AND WILDLANDS REINSPECTION

Prepared for: Mink Farms Inc
Don Mink
3404 Lincoln Court
Indianapolis, IN 46228
317-410-9078

Date report prepared: 8/19/2015

Date of this inspection:
4-23-2015

Date of last inspection:
10-18-2010

Green Certification
Status: CERTIFIED

Was the landowner or
his/her representative
present for the
reinspection? YES

Is corrective action
required? NO



Section 26, T 8N, R 11E, Center Township,
Ripley County

Mission Statement

The Indiana Department of Natural Resources' Division of Forestry promotes and practices good stewardship of natural, recreational and cultural resources on Indiana's public and private forestlands. This stewardship produces continuing benefits, both tangible and intangible, for present and future generations.

12.2 Acres Classified Forest
Parcel ID: 69-0206

Prepared by: Darrell Breedlove, District Forester
Selmier State Forest
905 E County Road 350 N
North Vernon, IN 47265
Phone: 812-346-2286

CLASSIFIED FOREST REPORT

The stewardship goals for this property are:

- To provide family legacy
- To provide aesthetics
- To improve timber production
- To improve wildlife habitat

PROPERTY OVERVIEW

PROPERTY ACCESS AND FOREST ROADS & TRAILS: Access is from the house at 2553 N Finks Rd. There are no maintained trails.

BOUNDARY MARKINGS: The boundaries are marked by old fencing.

TOPOGRAPHY AND SOILS: The terrain is nearly level. The dominant soil type is Cobbsfork silt loam.

(Cm) Cobbsfork silt loam— nearly level, deep, poorly drained soil on wide ridgetops in the uplands. The very firm, dense layer in the subsoil limits rooting depth. The site-index (estimated total height at fifty years of age) for this soil is as follows: 100 for pin oak.

WATER RESOURCES: This property is part of the Laughery Creek watershed.

Woodlands and other natural areas are extremely effective at filtering pollutants and minimizing erosion as water moves across the landscape. You can maintain this effectiveness by following basic Best Management Practices (BMPs) when using any type of heavy equipment in your natural areas. BMPs are especially important during timber harvesting operations. For more information on BMPs, go to www.DNR.in.gov/forestry.

PAST USE OF PROPERTY: The woodland was harvested in 1995 according to earlier reinspection reports. However, the November 1995 reinspection report said no management history was evident. There is no annual report that reports the harvest in the file. Lois Mink was approached by Paul Borgman in 1992 who wanted to buy 5 white oaks for \$375 each and 75 low grade gums, sugar maples and pin oaks for \$50 each. John Goodburn, District Forester then, visited the next month and apparently recommended a bid sale marked by a consulting forester. The landowners think the harvest was 15 years ago, but there is no record of what was actually cut in the classified forest file. A classified wildlife habitat annual report indicates a harvest was done in 2002 or a couple years earlier.

PREHISTORIC & HISTORIC FEATURES: Most land parcels within the State of Indiana may be environmentally suitable to contain archaeological deposits but have not been investigated in order to verify the presence or absence of cultural deposits. Indiana

CLASSIFIED FOREST REPORT

Code 14-21-1 provides protection to archaeological sites and cemeteries on both private and public land by prohibiting digging anywhere with the intent to recover artifacts and disturbing the ground within 100 ft. of a cemetery without an approved plan from the IDNR – Division of Historic Preservation and Archaeology. In addition, if archaeological artifacts (an object made or modified prior to 1870), features (non-portable evidence of human occupations, such as a well), or human remains are uncovered during ground disturbing activities, state law requires that the discovery must be reported to the Department of Natural Resources within two (2) business days. Landowners who need to report archaeological sites or who are interested in learning more about cultural sites should contact the Division of Historic Preservation and Archaeology at 402 W. Washington St., Rm. W274, Indianapolis, IN 46204, 317-232-1646, dhpa@dnr.in.gov, or at <http://www.in.gov/dnr/historic/index.htm>.

UNIQUE ANIMALS, PLANTS, & HABITATS: The DNR Natural Heritage Data Center is a program designed to track Indiana's special plants, animals, and natural communities. It was contacted on 8-18-2015 and there were four recorded rare plants, wildlife, or unique communities in the immediate vicinity of your property. All four sites are located in Fallen Timber Nature Preserve and Versailles State Park to the southeast of your property. Eroding Cliff is a terrestrial community and is ranked as S1, critically imperiled, on Indiana's Endangered Species list. Mesic upland forest is another terrestrial community and is ranked as S3, vulnerable, on Indiana's Endangered Species list. Both of these recorded sightings are from 1986 and located in Fallen Timber Nature Preserve. Softleaf Arrow-wood is a vascular plant and is ranked as S2. The last known sighting was in 1986. Bald eagle is ranked as S2 on Indiana's list. The last known sighting was in 2009. Both the Softleaf Arrow-wood and Bald eagle are located in Versailles State Park. I have enclosed handouts with more information on these species with this report.

This does not eliminate the possibility of species of concern existing on your property. Often, features on private lands, in particular, are missing from the database. You can find more information on this subject at the Division of Nature Preserves' website: <http://www.in.gov/dnr/naturepreserve/4725.htm>

WILDLIFE RESOURCES: CAVITY TREE MANAGEMENT

Dead trees and trees that contain decaying wood provide shelter for approximately one-fourth of our forest wildlife species. Both birds and mammals use tree cavities for shelter, escaping predators, foraging and caching food, and producing and rearing their young. Most woodpeckers prefer live trees that are sound on the outside but contain a central column of decayed wood in which the cavity will be excavated. Other birds that cannot excavate their own subsequently use these cavities. Cavity trees generally have central columns of decay in a limb or the trunk. Approximately 2 to 6 cavity-nesting trees greater than 12 inches DBH should be left per acre. Pileated woodpeckers require trees at least 20 inches DBH.

DEN TREE MANAGEMENT

Dead trees and trees that contain decaying wood provide shelter for approximately one-fourth of our forest wildlife species. Both birds and mammals use tree cavities for shelter, escaping predators, foraging and caching food, and producing and rearing their

PRELIMINARY TITLE

PRELIMINARY TITLE

Tract 1

stewart title

ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY 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.

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COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas 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.

Countersigned by:

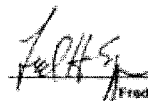

Authorized Countersignature

Ripley County Title Company LLC
Company Name

Versailles, IN
City, State

stewart
title guaranty company




Frederick H. Eppinger
President and CEO


Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

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PRELIMINARY TITLE

Tract 1

COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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PRELIMINARY TITLE

Tract 1

- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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PRELIMINARY TITLE

Tract 1

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: **Ripley County Title Company LLC**
Issuing Office:
ALTA® Universal ID:
Loan ID Number:
Commitment Number:
Issuing Office File Number: **2021-94**
Property Address: **S County Road 300N, Osgood, IN 47037**
Revision Number:

1. Commitment Date: **June 18, 2021 at 8:30 AM**

2. Policy to be issued:

Proposed Policy Amount

(a) ☐ 2006 ALTA Owner's Policy
Proposed Insured: UNKNOWN

(b) 2006 ALTA Loan Policy
Proposed Insured:

(c) (Additional Policy Option)
Proposed Insured: _____

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

4. Title to the said estate or interest in the Land is at the Commitment Date vested in:

Mink Farms, Inc.

5. The Land is described as follows:

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

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PRELIMINARY TITLE

Tract 1

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No. 2021-94

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. **Proper resolution of Mink Farms, Inc., authorizing the President and Secretary full power to execute and deliver the Corporate Warranty Deed and Indiana Sales Disclosure Form conveying the proposed insured real estate.**
 - b. **Duly authorized and executed Deed from Mink Farms, Inc. vesting Fee Simple title in UNKNOWN.**
5. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record
6. Pay the full consideration to or for the account of the grantors or mortgagors
7. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable
8. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and material men are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
9. Discharge or release of liens, mortgage(s) and/or encumbrances as set forth below: **N/A**

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PRELIMINARY TITLE

Tract 1

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 2021-94

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. Rights or claims of parties in possession not shown by the Public Records
3. Easements, or claims of easements not shown by the Public Records
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises
5. Any lien or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the above records.
6. Real estate taxes and assessments, and water and sewer charges which become due and payable subsequent to the date of policy. **Real estate taxes for the year 2020, due and payable in the year 2021, are due and payable as follows:**

2020 Property/County Taxes:

Annual Tax Amount: \$5,501.42

Payment Schedule: Semi-Annual

Spring Installment, due May 11, 2021

Amount: \$1203.38 – SHOWN PAID

Fall Installment, due November 10, 2021

Amount: \$1,203.38

PARENT Parcel ID: 69-10-26-900-004.000-006

7. **Right-of-Way Easement for Water Pipe Line to Elrod Water Company, d/b/a Hoosier Hills Regional Water District, by instrument dated November 12, 2012 and recorded as Instrument No. 201300447, office of the Ripley County Recorder.**
8. **Subject to easements and restrictions as listed on survey dated March 5, 2015, and recorded as Instrument No. 2014007156, office of the Ripley County Recorder.**

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PRELIMINARY TITLE

Tract 1

ALTA COMMITMENT FOR TITLE INSURANCE EXHIBIT A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Legal Description

The following described real estate located in the County of Ripley, State of Indiana, and more particularly described as follows, to-wit:

Part of the Northwest quarter of Section 26, Township 8 North, Range 11 East, Center Township, Ripley County, Indiana, described as follows: Commencing at an iron pin found in the center of County Road 300 North at the Northeast corner of said quarter section; thence North 89° 40' 59" West, along the center of County Road 300 North and the North line of said quarter section, 977.84 feet to a mag nail found at the point of beginning; thence South 00° 20' 26" West, along the West line of the Mink property (Instrument No. 200803753), 551.02 feet to an iron pin found in place; thence North 72° 43' 10" East, along the South line of said Mink property, 442.99 feet to an iron pin found in place; thence North 41° 06' 31" East, a distance of 36.20 feet to an iron pin set this survey; thence South 13° 09' 11" East, a distance of 158.93 feet; thence South 07° 40' 23" East, a distance of 149.62 feet; thence South 23° 47' 33" West, a distance of 65.17 feet; thence South 16° 35' 59" East, a distance of 140.42 feet; thence South 03° 53' 39" East, a distance of 335.94 feet; thence South 07° 18' 58" East, a distance of 139.71 feet; thence South 26° 48' 04" West, a distance of 99.27 feet; thence South 03° 26' 42" East, a distance of 128.15 feet; thence South 03° 44' 32" West, a distance of 83.26 feet; thence South 21° 45' 33" West, a distance of 85.80 feet to an iron pin set this survey; thence South 79° 37' 33" West, a distance of 152.36 feet to an iron pin set this survey; thence North 88° 45' 21" West, a distance of 514.91 feet to an iron pin set this survey; thence South 00° 22' 54" West, a distance of 149.44 feet to an iron pin set this survey; thence South 49° 18' 09" East, a distance of 517.47 feet to an iron pin set this survey; thence South 47° 53' 10" East, a distance of 149.15 feet to an iron pin set this survey; thence North 86° 37' 15" East, a distance of 100.19 feet to an iron pin set this survey; thence South 09° 54' 24" East, a distance of 179.66 feet to an iron pin set this survey; thence South 30° 46' 52" East, a distance of 190.28 feet to an iron pin set on the South line of said quarter section; thence North 89° 17' 36" West, along the South line of said quarter section, 886.42 feet to an iron pin found at the Southwest corner of the East half of said quarter section; thence North 00° 22' 54" East, along the West line of the East half of said quarter section, 2671.04 feet to a mag nail set at the Northwest corner of said East half of said quarter section, said nail being located in the center of County Road 300 North; thence South 89° 40' 49" East, along the center of said County Road on the North line of said quarter section, 323.14 feet to the point of beginning. Containing **39.0074 acres, more or less**, and subject to the right-of-way of County Road 300 North and all easements and rights-of-way of record.

Being and intending to be part of the same real estate conveyed to Mink Farms, Inc., by Warranty Deed dated December 9, 1980, and recorded in **Deed Record 166, page 614**, office of the Ripley County Recorder.

Parent Parcel No. 69-10-26-900-004.000-006
Property Address: S County Road 300N, Osgood, IN 47037

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PRELIMINARY TITLE

Tract 2

stewart title

ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

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COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas 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.

Countersigned by:


Authorized Countersignature

Ripley County Title Company LLC
Company Name

Versailles, IN
City, State

stewart
title guaranty company




Frederick H. Eppinger
President and CEO


Denise Carraux
Secretary

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AMERICAN
LAND TITLE
ASSOCIATION



PRELIMINARY TITLE

Tract 2

COMMITMENT CONDITIONS

1. DEFINITIONS

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- (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.

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- (a) the Notice;
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- (d) Schedule A;
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- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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PRELIMINARY TITLE

Tract 2

- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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File No.: 2021-95

008-UN ALTA Commitment For Title Insurance 8-1-16

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PRELIMINARY TITLE

Tract 2

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: **Ripley County Title Company LLC**

Issuing Office:

ALTA® Universal ID:

Loan ID Number:

Commitment Number:

Issuing Office File Number: **2021-95**

Property Address: **S County Road 300N, Osgood, IN 47037**

Revision Number:

1. Commitment Date: **July 16, 2021 at 8:30 AM**

2. Policy to be issued:

Proposed Policy Amount

(a) ☐ 2006 ALTA Owner's Policy
Proposed Insured: **UNKNOWN**

(b) 2006 ALTA Loan Policy
Proposed Insured:

(c) (Additional Policy Option)
Proposed Insured: _____

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

4. Title to the said estate or interest in the Land is at the Commitment Date vested in:

Mink Farms, Inc.

5. The Land is described as follows:

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

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PRELIMINARY TITLE

Tract 2

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No. 2021-95

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. **Proper resolution of Mink Farms, Inc., authorizing the President and Secretary full power to execute and deliver the Corporate Warranty Deed and Sales Disclosure Form conveying the proposed insured real estate.**
 - b. **Duly authorized and executed Deed from Mink Farms, Inc. vesting Fee Simple title in UNKNOWN.**
5. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record
6. Pay the full consideration to or for the account of the grantors or mortgagors
7. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable
8. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and material men are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
9. Discharge or release of liens, mortgage(s) and/or encumbrances as set forth below: **N/A**

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PRELIMINARY TITLE

Tract 2

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 2021-95

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. Rights or claims of parties in possession not shown by the Public Records
3. Easements, or claims of easements not shown by the Public Records
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises
5. Any lien or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the above records.
6. Real estate taxes and assessments, and water and sewer charges which become due and payable subsequent to the date of policy. **Real estate taxes for the year 2020, due and payable in the year 2021, are due and payable as follows:**

2020 Property/County Taxes:
Annual Tax Amount: \$2,406.76
Payment Schedule: Semi-Annual
Paid Thru Spring Installment Date: 05/11/2021
Next Due Fall Installment Date: 11/10/2021 Amount: \$1,203.38
Parcel ID: 69-10-26-900-004.000-006

7. **Right-of-Way Easement for Water Pipe Line to Elrod Water Company, d/b/a Hoosier Hills Regional Water District, by instrument dated November 12, 2012, and recorded as Instrument No. 201300447, office of the Ripley County Recorder.**
8. **Classification of Land as Forest Land and Wildlands by instrument dated February 28, 1945, and recorded in Forest Reserves Record 1, page 106. Revision of Classified Forest Survey as recorded as Instrument**

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PRELIMINARY TITLE

Tract 2

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

No. 201600255, office of the Ripley County Recorder for part of the Northeast quarter of Section 26, Township 8 North, Range 11 East, containing 13.1823 acres, more or less.

9. Subject to easements and restrictions as set out on survey dated March 5, 2015, and recorded as Instrument No. 2014007156, office of the Ripley County Recorder.

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PRELIMINARY TITLE

Tract 2

ALTA COMMITMENT FOR TITLE INSURANCE EXHIBIT A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Legal Description

The following described real estate located in the County of Ripley, State of Indiana, and more particularly described as follows, to-wit:

Part of the Northeast Quarter and Southeast Quarter of Section 26, Township 8 North, Range 11 East, Center Township, Ripley County, Indiana, being that 107.8372 acre tract of land shown on the plat of an original boundary survey of said tract certified by Jeffrey P. French, PS Number LS29600009, on June 21, 2021 (all references to monument and courses herein are as shown on said plat of survey) described as follows: Beginning at an iron pin found at the Southwest corner of the Northeast Quarter of said Section; thence North 00 degrees 20 minutes 59 seconds East, along the West line of the Northeast Quarter of said Section, 1339.92 feet to an iron pin set this survey; thence South 89 degrees 32 minutes 23 seconds East, along the South line of the Turner property (D.R. 2002-3423), and Obermeyer property (D.R. 2015-0636), 1344.45 feet to an iron pin set at the Northeast corner of the Southwest Quarter of said Quarter section; thence South 00 degrees 25 minutes 33 seconds West, along the East line of the Southwest Quarter of the Northeast Quarter, which is also the West line of the Meisberger Black property (D.R. 2003-9229), 1015.09 feet to an iron pin set this survey; thence South 89 degrees 27 minutes 18 seconds East, along part of the South line of said Meisberger Black property, 855.89 feet to an iron pin found in place; thence South 03 degrees 18 minutes 37 seconds West, along the West line of the French property (D.R. 2012-3648), 541.90 feet to an iron pin set this survey; thence North 89 degrees 02 minutes 26 seconds East, along the South line of said French property, 514.90 feet to an iron pin found in place; thence South 00 degrees 13 minutes 06 seconds West, along the East line of the Southeast Quarter of said Section, 1140.27 feet to an iron pin set at the Southeast corner of the Northeast Quarter of said Quarter section; thence North 89 degrees 59 minutes 22 seconds West, along the North line of the Burton property (D.R. 200, page 1042), which is also the South line of the Northeast Quarter of said Southeast Quarter section, 1344.24 feet to the Southwest corner of the Northeast Quarter of said Quarter section which is 4.95 feet North and 0.84 feet East of an iron pin found in place; thence North 00 degrees 17 minutes 09 seconds East, along the West line of the Northeast Quarter of said Southeast Quarter, which is also part of the Easterly line of the Ertel property (D.R. 191, page 71), 675.47 feet to an iron pin found at the Southeast corner of the North half of the Northwest Quarter of said Quarter section; thence North 89 degrees 39 minutes 46 seconds West, along the South line of the North half of the Northwest Quarter of said Quarter section, which is also the North line of said Ertel property, and the North line of the Bilila Farms property (D.R. 2011-4666), 1343.41 feet to a steel post found at the Southwest corner of the North half of the Northwest Quarter of said Quarter section; thence North 00 degrees 20 minutes 59 seconds East, along the West line of the Southeast Quarter section, 683.14 feet to the Point of Beginning. Containing **107.8372 acres, more or less** (47.8502 acres in the Northeast Quarter and 59.9870 acres in the Southeast Quarter) and is subject to all easements and Right-of-Ways of record.

This tract does not conform to Ripley County Plan Commission requirements for an independent building tract and must be transferred to the Owner of an adjacent tract.

ALSO, Part of the Northwest Quarter of Section 26, Township 8 North, Range 11 East, Center Township, Ripley County, Indiana described as follows: Beginning at an iron pin found in the center of County Road

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PRELIMINARY TITLE

Tract 2

ALTA COMMITMENT FOR TITLE INSURANCE EXHIBIT A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

300 North at the Northeast corner of said Quarter section; thence South 00° 20' 59" West, along the East line of said Quarter section, 184.03 feet to an iron pin set this survey; thence South 75° 50' 25" West, a distance of 226.78 feet to an iron pin set this survey; thence North 14° 59' 01" West, a distance of 261.49 feet to an iron pin set this survey; thence South 58° 03' 13" West, a distance of 171.17 feet to an iron pin set this survey; thence North 21° 45' 33" East, a distance of 73.21 feet; thence North 03° 44' 32" East, a distance of 94.32 feet; thence North 03° 26' 42" West, a distance of 117.78 feet; thence North 26° 48' 04" East, a distance of 101.10 feet; thence North 07° 18' 58" West, a distance of 153.56 feet; thence North 03° 53' 39" West, a distance of 340.01 feet; thence North 16° 35' 59" West, a distance of 127.59 feet; thence North 23° 47' 33" East, a distance of 60.86 feet; thence North 07° 40' 23" West, a distance of 166.10 feet; thence North 13° 09' 11" West, a distance of 135.70 feet; thence North 41° 06' 31" East, a distance of 261.27 feet; thence North 05° 19' 12" West, a distance of 206.12 feet to a Mag nail set this survey; thence South 89° 40' 59" East, along the center of said Road and the North line of said Quarter section, 327.13 feet to the point of beginning. Containing **16.4599 acres, more or less**, and subject to the right-of-way of County Road 300 North and all easements and Right-of-Ways or record. (For reference see survey recorded as Instrument No. 201407156, office of the Ripley County Recorder.)

Containing in the above description **124.2971 acres, more or less**.

Being and intending to be part of the same real estate conveyed to Mink Farms, Inc., by Warranty Deed dated December 9, 1980, and recorded in **Deed Record 166, page 614**, office of the Ripley County Recorder.

Parent Parcel No. 69-10-26-900-004.000-006
Retracement Survey (107.8372): Instrument No. 202103075
Property Address: S County Road 300N, Osgood, IN 47037

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PHOTOS

PHOTOS



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PHOTOS



SCHRADER AT A GLANCE

- Established in 1944.
- Located in Columbia City, IN, in 10,000 square feet of office space and heated garage/shop for auction equipment.
- Salaried staff (21) averages over 14 years experience, and the Schrader marketing team includes (4) graphic designers and a professional photographer.
- Sales representatives (36) in six states, including Oklahoma and Florida.
- Joint venture offices in Michigan, Virginia and Washington and a joint venture office in Indianapolis, Indiana.
- Licensed in 26 states and have ability to secure proper licensing in any state.
- Real estate auctions conducted in 40 states.
- Over 400 years of combined experience.
- Seven staff members and managers with master's degrees—president having a Masters Degree in Agricultural Economics.
- 200 to 250 auctions conducted annually.
- Annual real estate auction sales volume has exceeded \$250,000,000.
- Annual acreage sold has exceeded 100,000 acres plus residential and commercial properties.
- Traditional real estate sales and Section 1031 tax deferred exchanges are a sector of Schrader business.
- Conducted the first online multi-tract auction on the internet simultaneously with the live auction on March 27, 2000.



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