

East Central Indiana / Delaware County

REAL ESTATE AUCTION

Tuesday, October 19th • 6pm Held at Delaware County Fairgrounds


- Buyer to Receive 2022 Crop Rights
- Good Mix of Crosby, Treaty & Mt. Pleasant Soils
- County Legal Drain Access
- Great Location – Mt. Pleasant & Perry Township

INFORMATION BOOK

Mostly Tillable Cropland

135±
acres

Offered in 3 Tracts or Combinations

 ONLINE BIDDING AVAILABLE

800.451.2709

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.

OWNERS: Clarence J Hensley Trust, Charles Hensley & Sarah Hensley, Co-Trustees



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 3 individual tracts, any combination of tracts & as a total 135± 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.

FARM PROGRAM INFO: Farm 1 - Tracts 1 & 2 Farm #6539, Tract #10980, Corn Base Acres 33.69, Soybean Base Acres 33.69 Farm 2 - Tract 3 Farm #5528, Tract #198, Corn Base Acres 61.6

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 a Trustee's Deed.

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

POSSESSION: At closing subject to 2021 tenant crop rights.

REAL ESTATE TAXES: Seller to pay taxes for the 2021 calendar year due & payable in 2022 by giving the buyer(s) a credit at closing. 2020/2021 taxes for Farm 1 were \$1,750.54. Farm 2 taxes were \$1,823.38.

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.

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 re-serve 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.**

AUCTION MANAGER: Mark Smithson • 765.744.1846

BOOKLET INDEX

- **BIDDER REGISTRATION FORMS**
- **LOCATION & TRACT MAPS**
- **MAPS**
- **COUNTY TAX INFORMATION**
- **FSA INFORMATION**
- **PRELIMINARY TITLE**
- **PHOTOS**



REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

TUESDAY, OCTOBER 19, 2021

135 ACRES – DELAWARE COUNTY, 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 Tuesday, October 12, 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
135± Acres • Delaware County, Indiana
Tuesday, October 19, 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 Tuesday, October 19, 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

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, Tuesday, October 12, 2021**. Send your deposit and return this form via fax to: **260-244-4431**.

I understand and agree to the above statements.

Registered Bidder's signature

Date

Printed Name

This document must be completed in full.

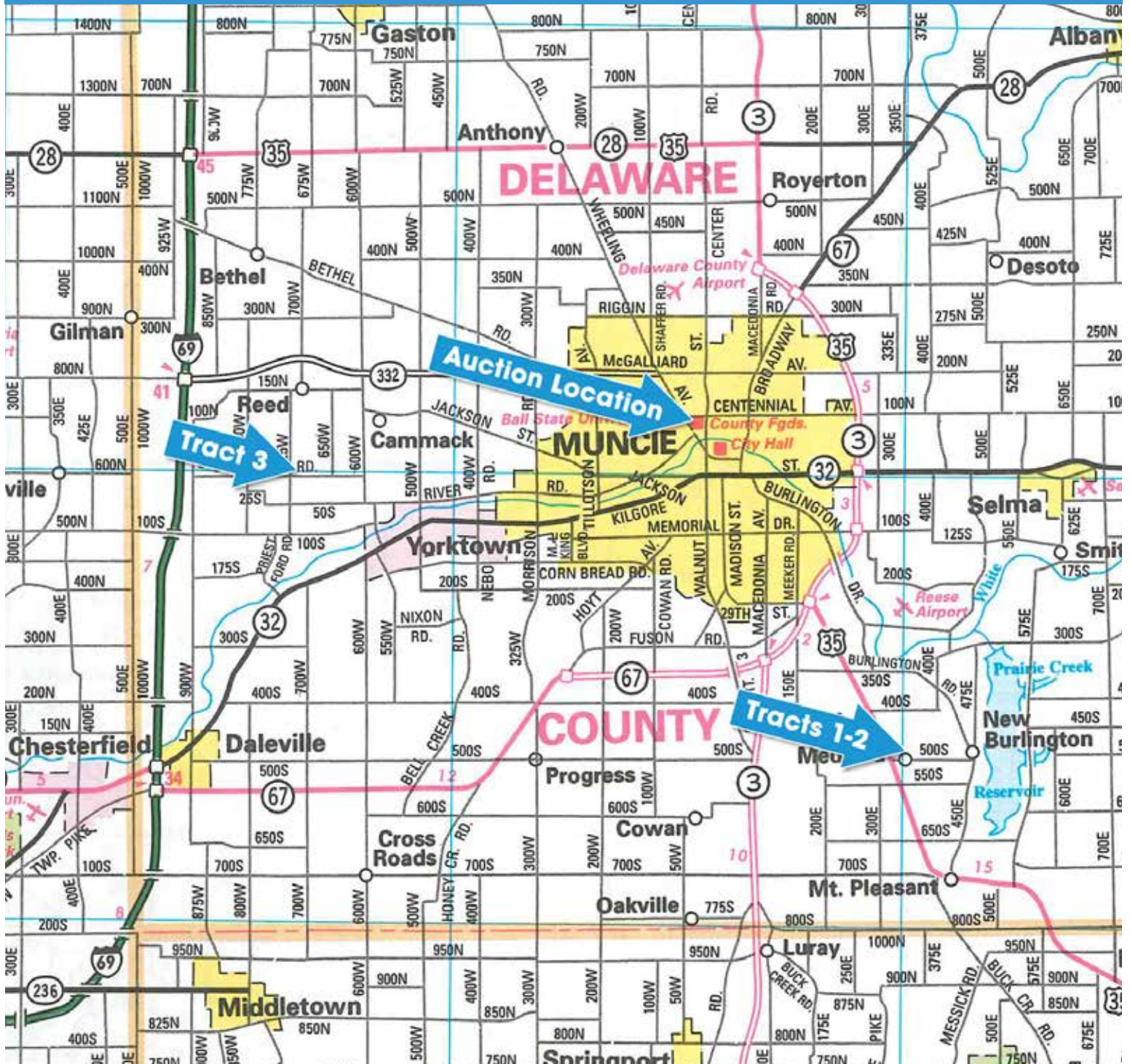
Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

E-mail address of registered bidder: _____

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

LOCATION & TRACT MAPS

LOCATION & TRACT MAPS



Property Location

Farm 1 - Tracts 1-2: From Muncie Bypass, travel south on US 35 approx. 2½ miles to CR 500 S, turn left (east) & travel about ¼ mile to farm on the north side.

Farm 2 - Tract 3: From SR 32 and Tiger Rd intersection in Yorktown, travel north on Tiger Rd (toward the HS) for ½ mile to River Valley Rd, then west on River Valley Rd for 1½ miles to CR 725 W, then north for 1 mile to Division Rd, then turn right (east) approx. ¼ mile to farm on the left (north).

Auction Location: Delaware County Fairgrounds, Heartland Hall Building • 1210 N. Wheeling Ave Muncie, IN • Between downtown Muncie and McGalliard Rd along Wheeling Ave

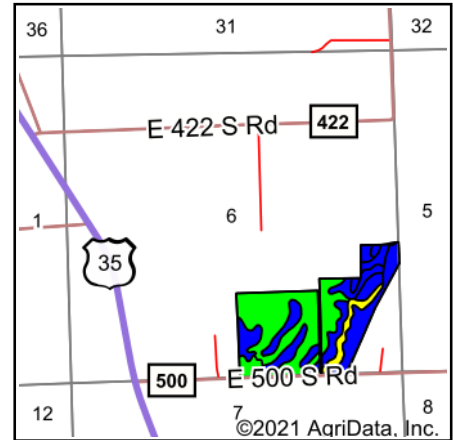
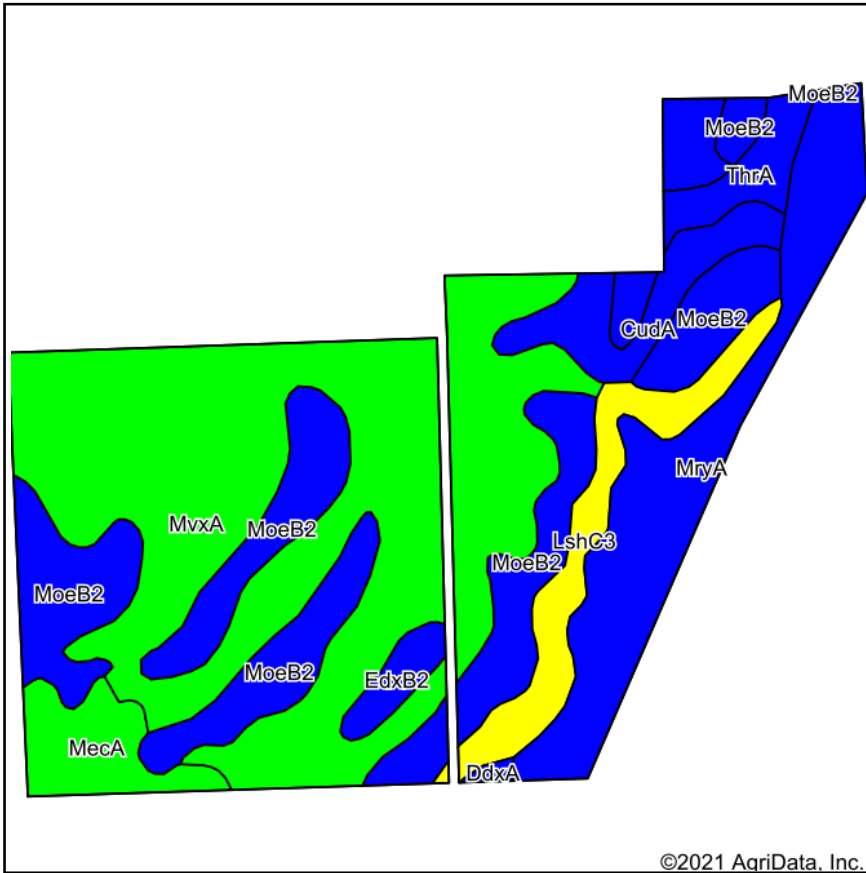
LOCATION & TRACT MAPS



MAPS

SOILS MAP

Tracts 1 & 2



State: **Indiana**
 County: **Delaware**
 Location: **6-19N-11E**
 Township: **Perry**
 Acres: **72.31**
 Date: **9/10/2021**



Soils data provided by USDA and NRCS.

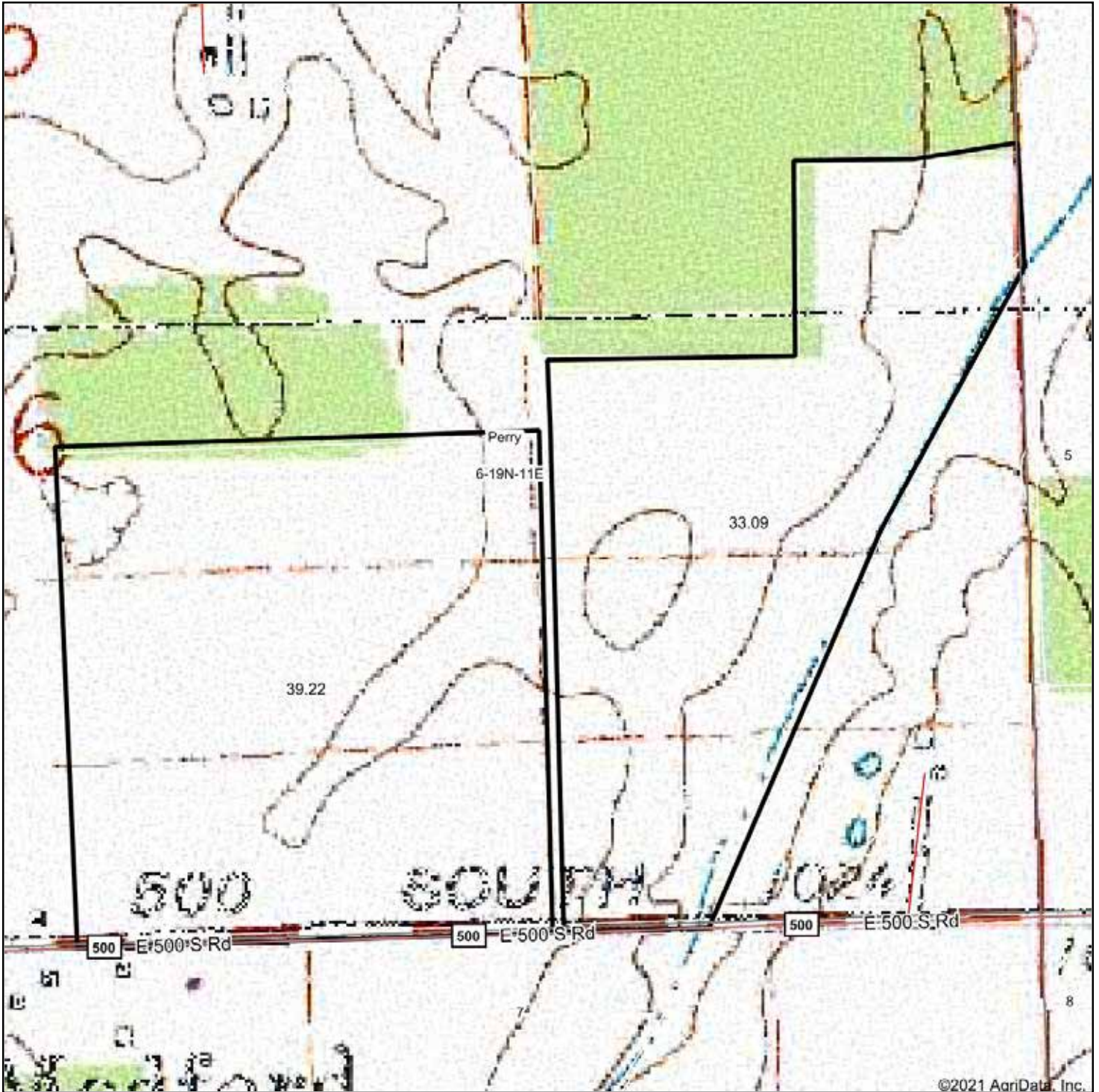
Area Symbol: IN035, Soil Area Version: 25

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn	Grass legume hay	Pasture	Soybeans	Winter wheat
MvxA	Mountpleasant silt loam, 0 to 2 percent slopes	31.30	43.3%		Is	130	4	9	46	64
MoeB2	Miamian silt loam, New Castle Till Plain, 2 to 6 percent slopes, eroded	16.56	22.9%		Ile	127	4	8	45	57
MryA	Millgrove silty clay loam, 0 to 1 percent slopes	9.41	13.0%		Ilw	171	6	11	49	66
LshC3	Losantville clay loam, 6 to 12 percent slopes, severely eroded	4.38	6.1%		IVe	111	4	7	38	49
CudA	Crosby silt loam, New Castle Till Plain, 0 to 2 percent slopes	4.26	5.9%		Ilw	142	5	9	52	55
MecA	Martinsville loam, 0 to 2 percent slopes	2.90	4.0%		Is	146	5	10	51	72
ThrA	Treaty silty clay loam, 0 to 1 percent slopes	2.26	3.1%		Ilw	181	6	12	64	61
EdxB2	Eldean silt loam, 2 to 6 percent slopes, eroded	1.08	1.5%		Ile	103	3	7	36	51
DdxA	Digby-Haney silt loams, 0 to 1 percent slopes	0.16	0.2%		Ilw	151	5	10	51	68
Weighted Average						136.1	4.4	9	46.7	61.3

Soils data provided by USDA and NRCS.

TOPOGRAPHY MAP

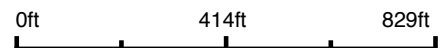
Tracts 1 & 2



©2021 AgriData, Inc.



map center: 40° 7' 24.18, -85° 18' 53.04



6-19N-11E
Delaware County
Indiana



9/10/2021



WETLANDS MAP

Tracts 1 & 2



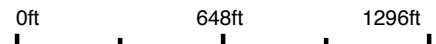
State: **Indiana**
 Location: **6-19N-11E**
 County: **Delaware**
 Township: **Perry**
 Date: **9/10/2021**



Maps Provided By



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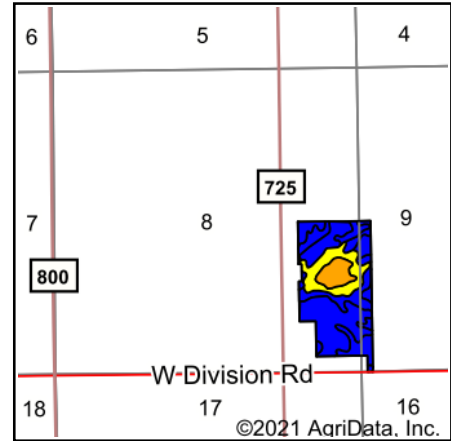
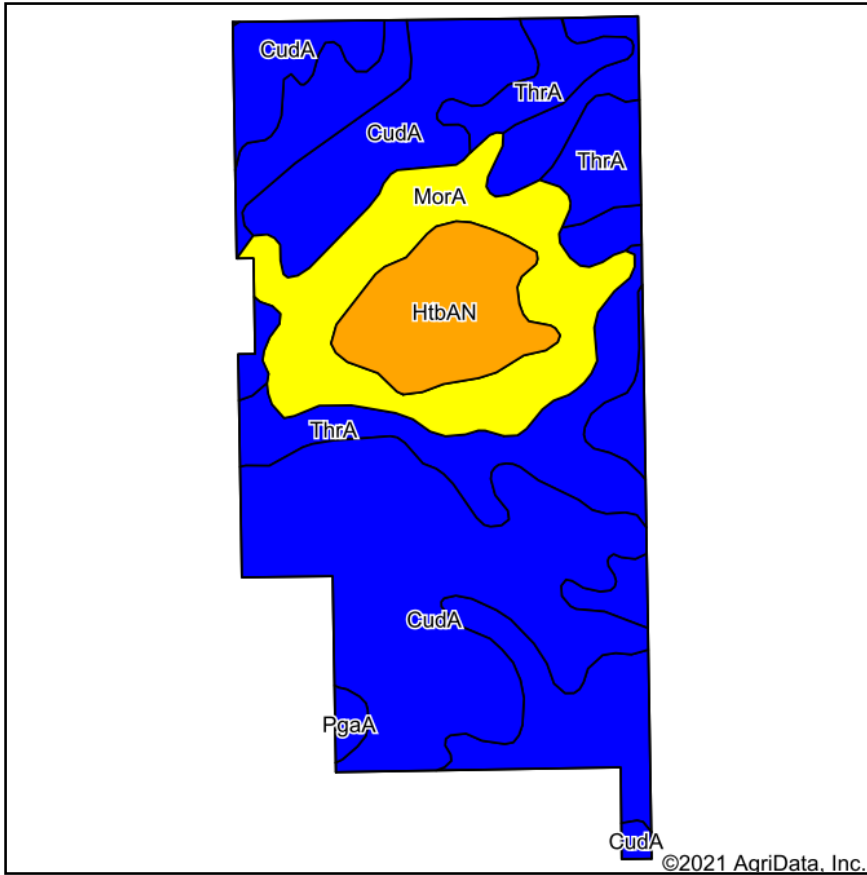


Classification Code	Type	Acres
R4SBC	Riverine	0.40
R5UBH	Riverine	0.06
Total Acres		0.46

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

SOILS MAP

Tract 3



State: **Indiana**
 County: **Delaware**
 Location: **8-20N-9E**
 Township: **Mount Pleasant**
 Acres: **65.01**
 Date: **9/10/2021**

SCHRADER
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Maps Provided By **surety**
 CUSTOMIZED ONLINE MAPPING

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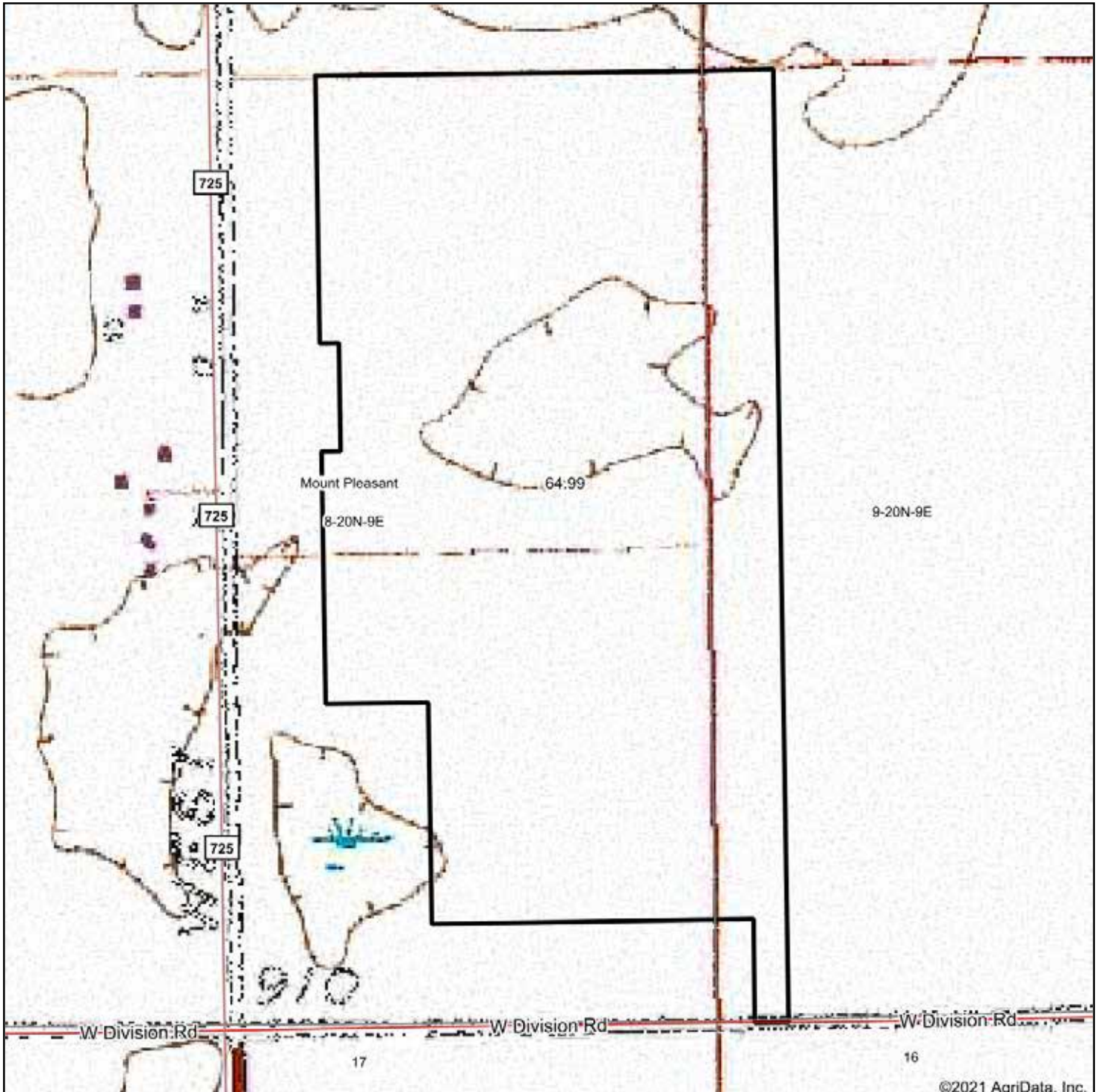
Area Symbol: IN035, Soil Area Version: 25

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn	Grass legume hay	Pasture	Soybeans	Winter wheat
CudA	Crosby silt loam, New Castle Till Plain, 0 to 2 percent slopes	30.60	47.1%		Ilw	142	5	9	52	55
ThrA	Treaty silty clay loam, 0 to 1 percent slopes	17.91	27.5%		Ilw	181	6	12	64	61
MorA	Milford mucky silty clay, pothole, 0 to 1 percent slopes	10.51	16.2%		IVw	87	3	5	24	35
HtbAN	Houghton muck, drained, 0 to 1 percent slopes	5.57	8.6%		Illw	148	5	10	40	59
PgaA	Pella silty clay loam, 0 to 1 percent slopes	0.42	0.6%		Ilw	173	6	12	49	69
Weighted Average						144.6	5	9.3	49.7	53.9

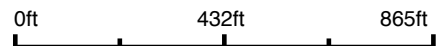
Soils data provided by USDA and NRCS.

TOPOGRAPHY MAP

Tract 3



map center: 40° 11' 46.68, -85° 31' 13.51



8-20N-9E
Delaware County
Indiana



9/28/2021



WETLANDS MAP

Tract 3



State: **Indiana**
 Location: **8-20N-9E**
 County: **Delaware**
 Township: **Mount Pleasant**
 Date: **9/10/2021**



Maps Provided By

 CUSTOMIZED ONLINE MAPPING
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0ft 672ft 1345ft

Classification Code	Type	Acres
PEM1A	Freshwater Emergent Wetland	0.70
Total Acres		0.70

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

COUNTY TAX INFORMATION

COUNTY TAX INFORMATION

Tract 1

9/8/21, 3:34 PM

Beacon - Delaware County, IN - Report: 1606400010000



Summary

Parcel ID 1606400010000
 Alternate ID 18-16-06-400-010.000-020
 Property Address 5800 BLK E CR 500 S
 MUNCIE, IN 47302
 Brief Tax Description PT W HLF SE QTR 39.0600Acres STR: 061911 SECTION: PLAT: IN: ----- OUT: -
 (Note: Not to be used on legal documents)
 Class 100: Vacant Land

Owner

HENSLEY CLARENCE J TRUST
 2504 N MORRISON RD
 MUNCIE, IN 47304

Taxing District

County: Delaware
 Township: PERRY TOWNSHIP
 State District 020 PERRY
 Local District: 020
 School Corp: LIBERTY-PERRY COMMUNITY
 Neighborhood: 200011-020 RURAL RESIDENTIAL/AGRICULTURAL HOMESITE

Site Description

Topography: Flat
 Public Utilities:
 Street or Road:
 Area Quality: Static
 Parcel Acreage: 39.06

Land

Land Type	Soil ID	Act Front.	Eff. Depth	Size	Rate	Adj. Rate	Ext. Value	Infl. %	Value
TILLABLE LAND	0	0	0	39.0600	\$1,290.00	\$1,290.00	\$50,387.40	\$0.00	\$50,390.00

Transfer History

Date	New Owner	Doc ID	Book/Page	Sale Price
8/29/2019	HENSLEY CLARENCE J TRUST		2019R/11419	\$0.00
1/10/2019	HENSLEY CLARENCE J		2019R/00322	\$189,000.00
3/1/2009	HENSLEY CLARENCE J & MILDRED GERRALINE REV LIV			\$0.00

Sales Disclosures

Sale Date	Sale Price	Parcel Count	Valid
1/11/2019	\$189,000	2	N

Valuation

Assessment Year	2021	2020	2019	2018	2017
Reason	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment
As Of Date	4/12/2021	3/25/2020	3/21/2019	4/16/2018	5/5/2017
Land	\$50,400	\$50,000	\$60,900	\$62,900	\$72,300
Land Res (1)	\$0	\$0	\$0	\$0	\$0
Land Non Res (2)	\$50,400	\$50,000	\$60,900	\$62,900	\$72,300
Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
Improvement	\$0	\$0	\$0	\$0	\$0
Imp Res (1)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
Total	\$50,400	\$50,000	\$60,900	\$62,900	\$72,300
Total Res (1)	\$0	\$0	\$0	\$0	\$0
Total Non Res (2)	\$50,400	\$50,000	\$60,900	\$62,900	\$72,300
Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

Historic Districts

Historical District none

[Click here for more information](#)

COUNTY TAX INFORMATION

Tract 2

9/8/21, 3:39 PM

Beacon - Delaware County, IN - Report: 1606400004000



Summary

Parcel ID 1606400004000
 Alternate ID 18-16-06-400-004.000-020
 Property Address 6400 BLK E CR 500 S
 MUNCIE, IN 47302
 Brief Tax Description PT EHLF SE QTR S06 T19 R11 31.250 AC
 (Note: Not to be used on legal documents)
 Class 100: Vacant Land

Owner

HENSLEY CLARENCE J TRUST
 2504 N MORRISON RD
 MUNCIE, IN 47304

Taxing District

County: Delaware
 Township: PERRY TOWNSHIP
 State District 020 PERRY
 Local District 020
 School Corp: LIBERTY-PERRY COMMUNITY
 Neighborhood: 200011-020 RURAL RESIDENTIAL/AGRICULTURAL HOMESITE

Site Description

Topography: Flat
 Public Utilities: Electricity, Water
 Street or Road: Paved
 Area Quality: Static
 Parcel Acreage: 31.25

Land

Land Type	Soil ID	Act Front.	Eff. Depth	Size	Rate	Adj. Rate	Ext. Value	Infl. %	Value
TILLABLE LAND	0	0	0	31.2500	\$1,290.00	\$1,290.00	\$40,312.50	\$0.00	\$40,310.00

Transfer History

Date	New Owner	Doc ID	Book/Page	Sale Price
8/29/2019	HENSLEY CLARENCE J TRUST		2019R/11419	\$0.00
1/10/2019	HENSLEY CLARENCE J		2019R/00322	\$189,000.00
3/1/2009	HENSLEY CLARENCE J & MILDRED GERRALINE REV LIV			\$0.00

Sales Disclosures

Sale Date	Sale Price	Parcel Count	Valid
1/11/2019	\$189,000	2	N

Valuation

Assessment Year	2021	2020	2019	2018	2017
Reason	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment
As Of Date	4/12/2021	3/25/2020	3/21/2019	4/16/2018	5/5/2017
Land	\$40,300	\$40,000	\$48,800	\$50,300	\$57,800
Land Res (1)	\$0	\$0	\$0	\$0	\$0
Land Non Res (2)	\$40,300	\$40,000	\$48,800	\$50,300	\$57,800
Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
Improvement	\$0	\$0	\$0	\$0	\$0
Imp Res (1)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
Total	\$40,300	\$40,000	\$48,800	\$50,300	\$57,800
Total Res (1)	\$0	\$0	\$0	\$0	\$0
Total Non Res (2)	\$40,300	\$40,000	\$48,800	\$50,300	\$57,800
Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

Historic Districts

Historical District none

[Click here for more information](#)

COUNTY TAX INFORMATION

Tract 3

9/8/21, 3:43 PM

Beacon - Delaware County, IN - Report: 1008400002000



Summary

Parcel ID 1008400002000
 Alternate ID 18-10-08-400-002.000-014
 Property Address N CR 725 W
 YORKTOWN, IN 47396
 Brief Tax Description PT W HLF SW QTR & PT E HLF SE QTR 65.37Acres STR: 082009 IN: OUT:
 (Note: Not to be used on legal documents)
 Class 100: Vacant Land

Owner

[HENSLEY CLARENCE J TRUST](#)
 2504 N MORRISON RD
 MUNCIE, IN 47304

Taxing District

County: Delaware
 Township: MT. PLEASANT TOWNSHIP
 State District 014 MT PLEASANT
 Local District: 014
 School Corp: MT. PLEASANT TOWNSHIP COMMUNITY
 Neighborhood: 110035-014 RURAL RESIDENTIAL/AGRICULTURAL HOMESITE

Site Description

Topography: Flat
 Public Utilities: Electricity, Water
 Street or Road: Paved
 Area Quality: Static
 Parcel Acreage: 65.37

Land

Land Type	Soil ID	Act Front.	Eff. Depth	Size	Rate	Adj. Rate	Ext. Value	Infl. %	Value
TILLABLE LAND	BR	0	0	21.000	\$1,290.00	\$1,651.00	\$34,671.00	\$0.00	\$34,670.00
FLOODED SEVERELY	BR	0	0	10.0000	\$1,290.00	\$1,651.00	\$16,510.00	(\$50.00)	\$8,260.00
TILLABLE LAND	CA	0	0	5.7500	\$1,290.00	\$1,432.00	\$8,234.00	\$0.00	\$8,230.00
TILLABLE LAND	CRA	0	0	27.3200	\$1,290.00	\$1,316.00	\$35,953.12	\$0.00	\$35,950.00
TILLABLE LAND	MMB2	0	0	1.3000	\$1,290.00	\$1,148.00	\$1,492.40	\$0.00	\$1,490.00

Transfer History

Date	New Owner	Doc ID	Book/Page	Sale Price
8/29/2019	HENSLEY CLARENCE J TRUST		2019R/11419	\$0.00
5/1/2018	HENSLEY CLARENCE J		2018R/05374	\$0.00
3/1/2009	HENSLEY CLARENCE J (LIFE EST) REV LIV TR			\$0.00

Sales Disclosures

Sale Date	Sale Price	Parcel Count	Valid
4/27/2018	\$0	1	N

Valuation

Assessment Year	2021	2020	2019	2018	2017
Reason	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment
As Of Date	4/12/2021	3/25/2020	3/21/2019	4/16/2018	5/5/2017
Land	\$88,600	\$87,900	\$105,200	\$108,600	\$124,700
Land Res (1)	\$0	\$0	\$0	\$0	\$0
Land Non Res (2)	\$88,600	\$87,900	\$105,200	\$108,600	\$124,700
Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
Improvement	\$0	\$0	\$0	\$0	\$0
Imp Res (1)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
Total	\$88,600	\$87,900	\$105,200	\$108,600	\$124,700
Total Res (1)	\$0	\$0	\$0	\$0	\$0
Total Non Res (2)	\$88,600	\$87,900	\$105,200	\$108,600	\$124,700
Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

FSA INFORMATION

FSA INFORMATION

Tracts 1 & 2

INDIANA DELAWARE Form: FSA-156EZ See Page 2 for non-discriminatory Statements.	 United States Department of Agriculture Farm Service Agency Abbreviated 156 Farm Record	FARM : 6539 Prepared : 9/13/21 11:38 AM Crop Year : 2021
-----------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------

Operator Name : MR DUANE JACKSON
Farms Associated with Operator : 18-035-5528, 18-035-6191, 18-035-6193, 18-035-6195, 18-035-6203, 18-035-6539, 18-035-7681, 18-035-7952, 18-035-7958, 18-035-7959, 18-035-8030, 18-035-8032, 18-035-8268, 18-035-8269, 18-035-8270, 18-035-8397, 18-035-8555
CRP Contract Number(s) : None
Recon ID : None
Transferred From : None
ARCPLC G/IF Eligibility : Eligible

Farm Land Data									
Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
71.24	67.39	67.39	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	67.39	0.00		0.00		0.00	0.00	0.00

Crop Election Choice		
ARC Individual	ARC County	Price Loss Coverage
None	SOYBN	CORN

DCP Crop Data				
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	33.69	0.00	166	
Soybeans	33.69	0.00	42	0
TOTAL	67.38	0.00		

NOTES

Tract Number : 10980
Description : J12/1A T 19N R 11E S6 K9/1B
FSA Physical Location : INDIANA/DELAWARE
ANSI Physical Location : INDIANA/DELAWARE
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 : CLARENCE J HENSLEY, MILDRED GERRALINE HENSLEY
Other Producers : KYLE D JACKSON, BARBARA A JACKSON
Recon ID : None

Tract Land Data							
Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
71.24	67.39	67.39	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	67.39	0.00	0.00	0.00	0.00	0.00

FSA INFORMATION

Tracts 1 & 2



FSA INFORMATION

Tract 3

INDIANA
DELAWARE



United States Department of Agriculture
Farm Service Agency

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

FARM : 5528

Prepared : 9/13/21 11:43 AM

Crop Year : 2021

Operator Name : MR DUANE JACKSON
 Farms Associated with Operator : 18-035-5528, 18-035-6191, 18-035-6193, 18-035-6195, 18-035-6203, 18-035-6539, 18-035-7681, 18-035-7952, 18-035-7958, 18-035-7959, 18-035-8030, 18-035-8032, 18-035-8268, 18-035-8269, 18-035-8270, 18-035-8397, 18-035-8555
 CRP Contract Number(s) : None
 Recon ID : None
 Transferred From : None
 ARCPLC G/W Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
65.02	65.02	65.02	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	65.02	0.00		0.00		0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	None	CORN

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	61.60	0.00	112	
TOTAL	61.60	0.00		

NOTES

Tract Number : 198

Description : C9/A2 C7/1A T20N R9E S8

FSA Physical Location : INDIANA/DELAWARE

ANSI Physical Location : INDIANA/DELAWARE

BIA Unit Range Number :

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

Wetland Status : Wetland determinations not complete

WL Violations : None

Owners : CLARENCE J HENSLEY REV LIVING TRUST

Other Producers : BARBARA A JACKSON, KYLE D JACKSON

Recon ID : None

Tract Land Data

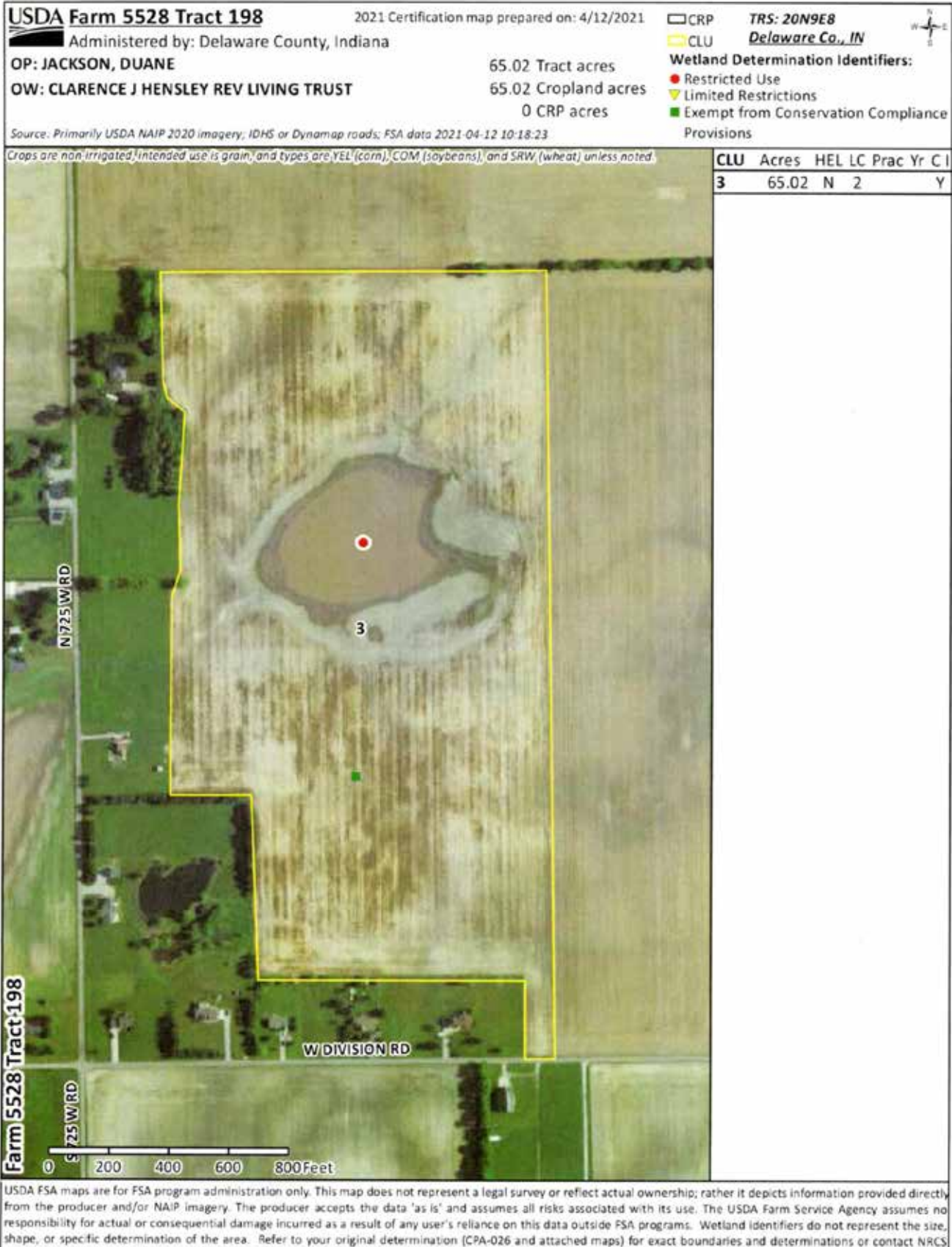
Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
65.02	65.02	65.02	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel. Activity	Broken From Native Sod
0.00	0.00	65.02	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield

FSA INFORMATION

Tract 3



PRELIMINARY TITLE

PRELIMINARY TITLE

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
Fidelity National Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: IN Title Company
Issuing Office: 200 E. Washington St., Muncie, IN 47305
ALTA® Universal ID: N/A
Loan ID Number:
Commitment Number: 20211936
Issuing Office File Number: 20211936
Property Address: 5800 Blk E CR 500 S, Muncie, IN 47302
6400 Blk E CR 500 S, Muncie, IN 47302
N CR 725 W, Yorktown, IN 47396

Revision Number:

1. **Commitment Date:** July 30, 2021 at 8:00 A.M.

2. **Policy to be issued:**

(a) ALTA Owner's Policy Standard

Proposed Policy Amount

\$100,000.00

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.

(b) ALTA Loan Policy NONE

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 hereof vested in:**

The Trust Agreement of Clarence J. Hensley dated August 22, 2019

5. **The Land is described as follows:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Fidelity National Title Insurance Company
By IN Title Company, Agent


Jennifer L. Smith, Authorized Countersignature

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File No. 20211936

ALTA Commitment For Title Insurance Schedule 8-1-16 IN5

Page 1 of 3



PRELIMINARY TITLE

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
Fidelity National Title Insurance Company

EXHIBIT "A" LEGAL DESCRIPTION

TRACT A

Part of the Southwest Quarter of the Southeast Quarter of Section 6, Township 19 North, Range 11 East in Perry Township, Delaware County, Indiana, described as follows: Beginning at an existing one inch pipe found at the Southwest corner of the Southwest Quarter of the Southeast Quarter of Section 6, Township 19 North, Range 11 East; thence North 00 degrees, 41 minutes 15 seconds West 1332.23 feet (assumed bearing) to a 5/8 inch rebar set at the Northwest corner of the Southwest Quarter of the Southeast Quarter; thence South 89 degrees 43 minutes, 38 seconds East 1328.28 feet to a 5/8 inch rebar set at the Northeast corner of said Quarter Quarter Section; thence South 00 degrees 33 minutes 27 seconds West 1324.78 feet to a nail set on the South line of said Quarter Quarter Section; said nail being 29.90 feet West of the Southeast corner thereof; thence South 89 degrees, 57 minutes 06 seconds West 1299.39 feet to the point of beginning, containing 40.06 acres, more or less.

Except:

A part of the Southwest Quarter of the Southeast Quarter of Section 6, Township 19 North, Range 11 East in Perry Township, Delaware County, Indiana, described as follows: Beginning at a 1 inch pipe at the Southwest corner of the Southwest Quarter of the Southeast Quarter of Section 6, Township 19 North, Range 11 East; thence North 00 degrees 41 minutes 15 seconds West 1332.23 feet (assumed bearing) to a 5/8 inch rebar at the Northwest corner of said Quarter-Quarter Section; thence South 89 degrees 43 minutes 38 seconds East 32.70 feet along the Northwest corner of said Quarter-Quarter Section to a 5/8 inch rebar; thence South 00 degrees 41 minutes 15 seconds East 1332.05 feet to a nail on the South line of said Quarter-Quarter Section; thence South 89 degrees 57 minutes 06 seconds West 32.70 feet to the point of beginning, containing 1.00 acres, more or less.

TRACT B

Part of the East Half of the Southeast Quarter of Section 6, Township 19 North, Range 11 East in Perry Township, Delaware County, Indiana, described as follows: Beginning at a 5/8 inch rebar found at the Southeast corner of the Southeast Quarter of Section 6, Township 19 North, Range 11 East; thence South 89 degrees, 57 minutes, 06 seconds West 1309.19 feet (assumed bearing) along the South line of said Quarter Section to a PK nail set 20.10 feet East of the Southwest corner of the Southeast Quarter of said Southeast Quarter; thence North 00 degrees, 33 minutes, 27 seconds East 1512.61 feet to a 5/8 inch rebar; thence South 89 degrees, 20 minutes, 11 seconds East 642.85 feet to a 5/8 inch rebar; thence North 03 degrees, 45 minutes, 29 seconds East 505.60 feet to a 5/8 inch rebar; thence South 85 degrees, 59 minutes, 00 seconds East 329.80 feet to a 5/8 inch rebar; thence North 82 degrees, 54 minutes, 27 seconds East 263.95 feet to a 5/8 inch rebar set on the East line of the Southeast Quarter; thence South 00 degrees, 47 minutes, 01 second East 2018.18 feet to the point of beginning, containing 51.60 acres, more or less.

Except:

An original division of a 51.60 acre tract of ground and being part of the Southeast Quarter of Section 6, Township 19 North, Range 11 East in Perry Township, Delaware County, Indiana, described as follows: Beginning at a PK nail set on the South line of the Southeast Quarter of Section 6, Township 19 North, Range 11 East, said PK nail being South 89 degrees, 57 minutes, 06 seconds West 263.50 feet (assumed bearing) from a 5/8 inch rebar found at the Southeast corner of said Quarter Section; thence South 89 degrees, 57 minutes, 06 seconds West 673.53 feet along said South line to a PK nail; thence North 24 degrees, 15 minutes, 28 seconds East 616.18 feet to a 5/8 inch rebar; thence North 89 degrees, 57 minutes 06 seconds East 412.69 feet to a 5/8 inch rebar; thence South 00 degrees, 47 minutes, 01 second East 561.61 feet to the point of beginning, containing 7.00 acres, more or less.

Also excepting: Tract 13: A part of the Southeast Quarter of Section 6, Township 19 North, Range 11 East in Perry

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ALTA Commitment For Title Insurance Schedule 8-1-16 IN5

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PRELIMINARY TITLE

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
Fidelity National Title Insurance Company

Township, Delaware County, Indiana, described as follows: Beginning at a 5/8 inch rebar at the Southeast corner of the Southeast Quarter of Section 6, Township 19 North, Range 11 East; thence South 89 degrees, 57 minutes, 05 seconds West 263.50 feet (assumed bearing) along the South line of said Quarter Section; thence North 00 degrees, 47 minutes 01 second West 561.6 feet parallel with the East line of said Quarter Section; thence South 89 degrees, 57 minutes, 06 seconds West 412.69 feet; thence North 24 degrees, 15 minutes, 28 seconds East 539.52 feet; thence North 31 degrees, 45 minutes 08 seconds East 838.65 feet to a point on the East line of said Quarter Section; thence South 00 degrees, 47 minutes, 01 second East 1759.11 feet to the point of beginning, containing 13.35 acres.

TRACT C

A part of the East Half of the Southeast Quarter of Section 8 and a part of the West Half of the Southwest Quarter of Section 9, Township 20 North, Range 9 East in Mt. Pleasant Township, Delaware County, Indiana, described as follows: Beginning at a nail on the South line of the West Half of the Southwest Quarter of Section 9, Township 20 North, Range 9 East, said nail being South 89 degrees 24 minutes 09 seconds East 150.00 feet (assumed bearing) from the Southwest corner of said Half-Quarter Section; thence North 00 degrees 44 minutes 40 seconds East 290.40 feet to a 5/8 inch rebar; thence North 89 degrees 24 minutes 09 seconds West 150.00 feet to a 5/8 inch rebar; thence North 88 degrees 54 minutes 29 seconds West 750.00 feet parallel with the South line of the East Half of the Southeast Quarter of Section 8, Township 20 North, Range 9 East; thence North 00 degrees 45 minutes 20 seconds East 609.60 feet on a line that is parallel with and 580.81 feet East of the West line of said Half-Quarter Section to an iron pin; thence North 88 degrees 54 minutes 29 seconds West 290.40 feet to a 5/8 inch rebar; thence North 00 degrees 45 minutes 20 seconds East 700.90 feet to a 5/8 inch rebar; thence South 89 degrees 14 minutes 40 seconds East 58.00 feet to an iron pin; thence North 00 degrees 45 minutes 20 seconds East 300.00 feet to a 5/8 inch rebar; thence North 89 degrees 14 minutes 40 seconds West 58.00 feet to an iron pin; thence North 00 degrees 45 minutes 20 seconds East 746.93 feet to the North line of said Half-Quarter Section; thence South 88 degrees 38 minutes 09 seconds East 1039.52 feet to a wood post at the Northwest corner of the West Half of the Southwest Quarter of Section 9, Township 20 North, Range 9 East; thence South 89 degrees 42 minutes 07 seconds East 241.44 feet along the North line of said Half-Quarter Section; thence South 00 degrees 44 minutes 40 seconds West 2643.60 feet to the South line of said Half-Quarter Section; thence North 89 degrees 24 minutes 09 seconds West 91.44 feet to the point of beginning, containing 65.38 acres, more or less.

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File No. 20211936

ALTA Commitment For Title Insurance Schedule 8-1-16 IN5

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PRELIMINARY TITLE

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
Fidelity National Title Insurance Company

Requirements

File No.: 20211936

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. We must be furnished a copy of the resignation of Mildred Gerraline Decker-Jones f/k/a Mildred G. Hensley as Co-Trustee of the Clarence J. Hensley and Mildred G. Hensley Revocable Living Trust dated June 11, 2003.
 - B. Quit-Claim Deed to be executed from Clarence J. Hensley as Trustee of the Clarence J. Hensley and Mildred G. Hensley Revocable Living Trust dated June 11, 2003 to The Trust Agreement of Clarence J. Hensley dated August 22, 2019.
 - C. Warranty Deed to be executed from The Trustee(s) or Successor Trustee(s) of The Trust Agreement of Clarence J. Hensley dated August 22, 2019 to "BUYER".
 - D. We must be furnished a copy of The Trust Agreement of Clarence J. Hensley dated August 22, 2019.
 - E. The Proposed Policy Amount(s) must be modified to the full value of the estate or interest being insured, and any additional premium must be paid. The Proposed Policy Amount for an owner's policy should reflect the contract sales price unless the Company is furnished with a current appraisal indicating a different value. The Proposed Policy Amount for a loan policy will not be issued for an amount less than the principal amount of the mortgage debt or no more than 20% in excess of the principal debt in order to cover interest, foreclosure costs, etc. Proposed Policy Amount(s) will be revised, and premiums will be charged per the Company's Rate Manual then in effect when the final amounts of insurance are approved.
 - F. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

IF THERE IS A MORTGAGE SHOWN ABOVE THAT IS AN EQUITY LINE MORTGAGE, A FULL SATISFACTION OF THE MORTGAGE MUST BE OBTAINED AND ALL CREDIT CARDS OR THE BALANCE OF VERIFIED UNUSED ACCOUNT CHECKS MUST BE SENT TO THE MORTGAGEE TOGETHER WITH A REQUEST FROM THE MORTGAGOR INSTRUCTING THE MORTGAGEE TO CLOSE THE ACCOUNT.

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File No. 20211936

ALTA Commitment For Title Insurance Schedule 8-1-16 IN5

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PRELIMINARY TITLE

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY

Fidelity National Title Insurance Company

Requirements

Satisfactory evidence shall be produced that all improvements and/or repairs or alterations thereto are completed; that contractor, subcontractor, labor and material men are all paid in full.

Disclosure of Sale Information Form completed by Buyer and Seller as required by Indiana Law accompanying the Deed for Transfer.

Beginning July 1, 2009, HEA 1374 (IC 27-7-3.7) concerning Good Funds in real estate transactions requires funds deposited into an escrow account for closing from any party to the transaction in amounts over \$10,000.00 to be in the form of an irrevocable wire transfer. Funds deposited into an escrow account for closing in an amount less than \$10,000.00 must be in the form of "good funds" as defined in the Act.

Beginning July 1, 2006, any document to be recorded must contain a statement in the following form "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)", before the document will be accepted for recording by the County Recorder. Failure to comply will result in a delay or cancellation of closing. Further, as of July 1, 2006, there will be an additional \$5.00 charge per policy, as a fee required by Indiana Statute for the State of Indiana's Title Insurance Enforcement Fund.

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File No. 20211936

ALTA Commitment For Title Insurance Schedule 8-1-16 IN5

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PRELIMINARY TITLE

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY

Fidelity National Title Insurance Company

Exceptions

File No.: 20211936

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:

Standard Exceptions:

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. Any encroachments, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien, or right to a lien, for services, labor, or material heretofore furnished, 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.

Note: The Policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

Note: The Company has performed a judgment search versus the owner as shown in Schedule A, Item 4, and none were found unless shown in Schedule B.

Special Exceptions:

7. The acreage indicated, if any, in the legal description is solely for the purpose of identifying the said tract and should not be construed as insuring the quantity of land.
8. Taxes for the year 2020 in the amount of \$466.73 each installment due May 10 and November 10, 2021. May installment PAID. November installment UNPAID. Taxes for the year 2021 due and payable in 2022 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

Parcel Number 18-16-06-400-010.000-020 (Tract A)

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ALTA Commitment For Title Insurance Schedule 8-1-16 IN5

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PRELIMINARY TITLE

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
Fidelity National Title Insurance Company

Exceptions

9. White River East annual ditch assessment in the sum of \$39.06 per year, recorded in Ditch No. 038, next installment of \$19.53 due November 10, 2021. (Tract A)
10. Taxes for the year 2020 in the amount of \$373.38 each installment due May 10 and November 10, 2021. May installment PAID. November installment UNPAID. Taxes for the year 2021 due and payable in 2022 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

Parcel Number 18-16-06-400-004.000-020 (Tract B)
11. White River East annual ditch assessment in the sum of \$31.26 per year, recorded in Ditch No. 038, next installment of \$15.63 due November 10, 2021. (Tract B)
12. Taxes for the year 2020 in the amount of \$879.00 each installment due May 10 and November 10, 2021. May installment PAID. November installment UNPAID. Taxes for the year 2021 due and payable in 2022 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

Parcel Number 18-10-08-400-002.000-014 (Tract C)
13. White River Northwest annual ditch assessment in the sum of \$65.38 per year, recorded in Ditch No. 084, next installment of \$32.69 due November 10, 2021. (Tract C)
14. Terms and provisions of the trust under which title is held.
15. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
16. Rights of the Public, the State of Indiana, and County of Delaware and the municipality in and to that part of the premises taken or used for road purposes.
17. Grant of Easement for Perimeter Drain and Easement Tile recorded in Miscellaneous Record 2001 pages 143-147. (Tracts A & B)
18. Right of way for drainage, flow and maintenance of Legal Ditch as set forth in IC 36-9-27-33. (Tracts A & B)
19. Memorandum of Agreement by and between Clarence J. Hensley as Trustee of the Trust Agreement of Clarence J. Hensley dated August 22, 2019 and Skyway Towers, LLC dated October 8, 2019 and recorded October 9, 2019 in Instrument No. 2019R13617. (Tract A)
20. Memorandum of Lease by and between Skyway Towers LLC and GTE Mobilnet of Indiana Limited Partnership d/ b/a Verizon Wireless dated January 29, 2020 and recorded February 7, 2020 in Instrument No. 2020R02035. (Tract A)
21. Easement & Right of Way by and between Clarence J. Hensley as Trustee of the Trust Agreement of Clarence J. Hensley dated August 22, 2019 and Skyway Towers, LLC and Indiana Michigan Power Company recorded April 23, 2021 in Instrument No. 2021R06282. (Tract A)

JLS/kll

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File No. 20211936

ALTA Commitment For Title Insurance Schedule 8-1-16 IN5

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PRELIMINARY TITLE

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY

Fidelity National Title Insurance Company

Exceptions

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

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File No. 20211936

ALTA Commitment For Title Insurance Schedule 8-1-16 IN5

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PRELIMINARY TITLE



Commitment No. 20211936

COMMITMENT FOR TITLE INSURANCE ISSUED
BY
FIDELITY NATIONAL 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, Fidelity National Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

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

COMMITMENT CONDITIONS

1. DEFINITIONS

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

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PRELIMINARY TITLE

- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; and
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
 - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - (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.

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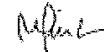


PRELIMINARY TITLE

- (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>.

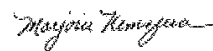
Fidelity National Title Insurance Company



By: 

ATTEST

President



Secretary

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PHOTOS

PHOTOS



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- 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.
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- Real estate auctions conducted in 40 states.
- Over 400 years of combined experience.
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