

DELAWARE COUNTY
PERRY TOWNSHIP

*East Central
Indiana*

95[±]
acres
offered in
3 TRACTS



INFORMATION *Booklet*

- All Tillable Cropland
- Buyer to Receive 2022 Crop Rights
- Great Mix Treaty, Crosby & Miamian Soils
- County Legal Drain Access
- Great Location Just 1 Mile from Hwy 35
- Neighbors Prairie Creek Reservoir
- Near the Cardinal Greenway



Real Estate
AUCTION

Wednesday, February 16 at 6:00pm



Disclaimer

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



950 N. Liberty Dr., Columbia City, IN 46725
800.451.2709 | 260.244.7606 | www.schraderauction.com

Follow us and download our Schrader iOS app



Auction Manager

Mark Smithson • 765.744.1846 • mark@schraderauction.com

AUCTION TERMS & CONDITIONS:

PROCEDURE: The property will be offered in 3 individual tracts, any combination of tracts and as a total 95-acre unit. There will be open bidding on all tracts and combinations during the auction as determined by the Auctioneer.

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

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

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

DEED: Seller shall provide Warranty Deed.

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

POSSESSION: At closing. Buyer to receive crop rights.

REAL ESTATE TAXES: Seller to pay taxes for 2021 calendar

year due and payable in 2022 by giving Buyer(s) a credit at closing. 2020/2021 estimated taxes were \$2,326.03.

PROPERTY INSPECTION: Each potential Bidder is responsible for conducting, at their own risk, their own independent inspections, investigations, inquiries and due diligence concerning the property. Inspection dates have been scheduled and will be staffed with auction personnel. Further, Seller disclaims any and all responsibility for Bidder's safety during any physical inspection of the property. No party shall be deemed an invitee of the property by virtue of the offering of the property for sale.

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

SURVEY: The Seller shall provide a new survey where there is no existing legal description or where new boundaries are created by the tract divisions in this auction. Any need for a new survey shall be determined solely by the Seller. Seller and successful bidder shall each pay half (50:50) of the cost of the survey. The type of survey performed shall be at the Seller's option and sufficient for providing title insurance. Combination purchases will receive a perimeter survey only.

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

its representatives are exclusive agents of the Seller.

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

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Legal County Drain

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FSA Information

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BIDDER PRE-REGISTRATION FORM

WEDNESDAY, FEBRUARY 16, 2022

95+ ACRES – EAST CENTRAL, 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,

Fax # 260-244-4431, no later than Wednesday, February 9, 2022.

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
95± Acres • Delaware County, Indiana
Wednesday, February 16, 2022

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

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

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

1. My name and physical address is as follows:

My phone number is: _____

2. I have received the Real Estate Bidder's Package for the auction being held on Wednesday, February 16, 2022 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, Wednesday, February 9, 2022**. Send your deposit and return this form via fax to: **260-244-4431**.

I understand and agree to the above statements.

Registered Bidder's signature

Date

Printed Name

This document must be completed in full.

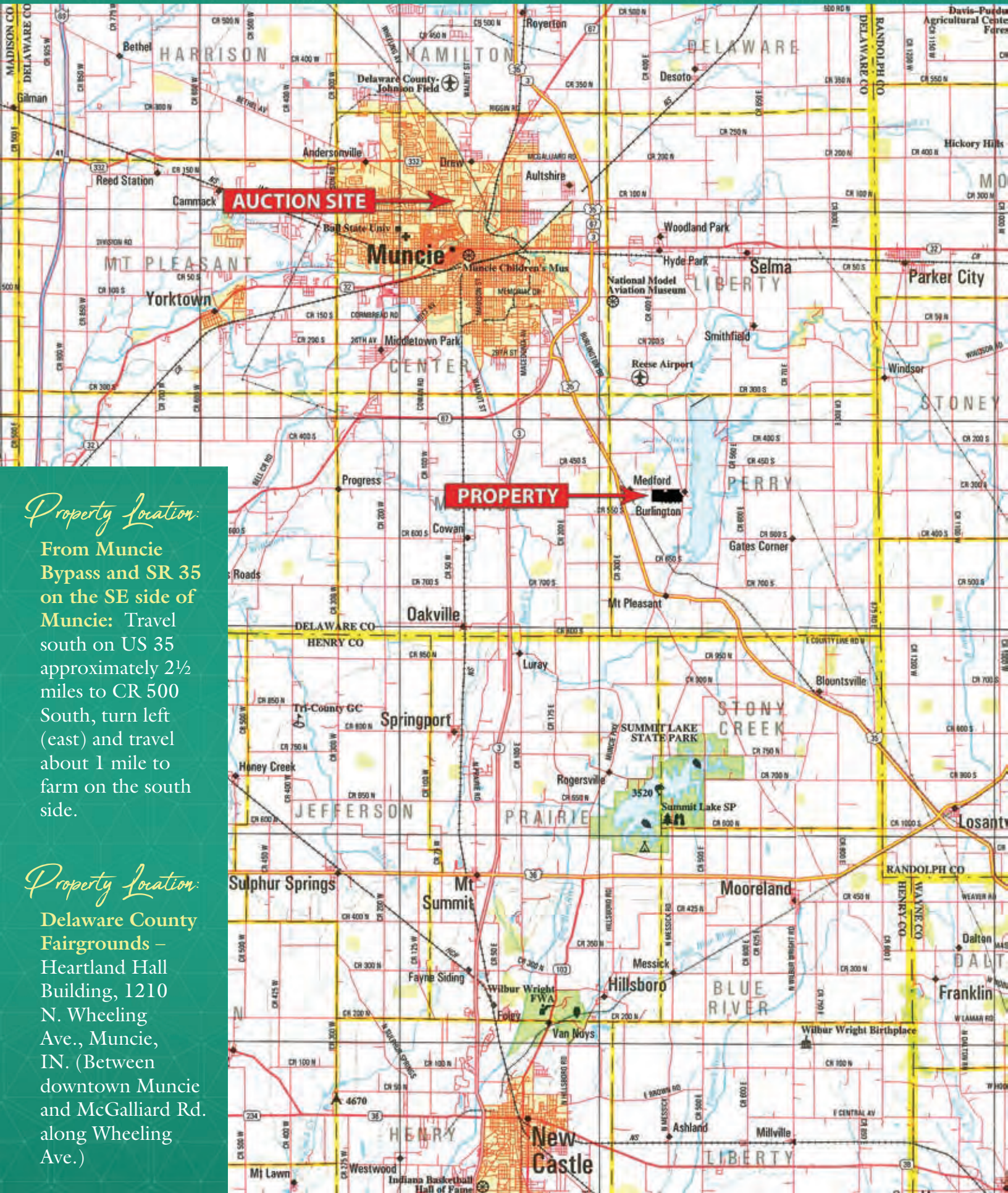
Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

E-mail address of registered bidder: _____

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

LOCATION MAP

LOCATION MAP



Property Location:

From Muncie Bypass and SR 35 on the SE side of Muncie: Travel south on US 35 approximately 2½ miles to CR 500 South, turn left (east) and travel about 1 mile to farm on the south side.

Property Location:

Delaware County Fairgrounds – Heartland Hall Building, 1210 N. Wheeling Ave., Muncie, IN. (Between downtown Muncie and McGalliard Rd. along Wheeling Ave.)

TRACT MAP & Descriptions

TRACT MAP & DESCRIPTIONS



Real Estate **AUCTION** East Central Indiana
DELAWARE CO • PERRY TWP

Farm Program Info:

Farm 8651, Tract 10973

Contact agent for more info.

Inspections: 11:00am to Noon

Wednesday, February 3

Saturday, February 6

Owner:

HCH Prairie Creek, LLC

Auction Manager:

Mark Smithson • 765.744.1846

Tract 1 40± acres

Nice all-tillable tract with outstanding production potential. Good combination of soil types include Treaty, Crosby and Miamian soils. Good access along CR 500 South with county legal drain outlet at the SE corner. This tract would make a nice addition for any farm operation.

Tract 2 47.5± acres

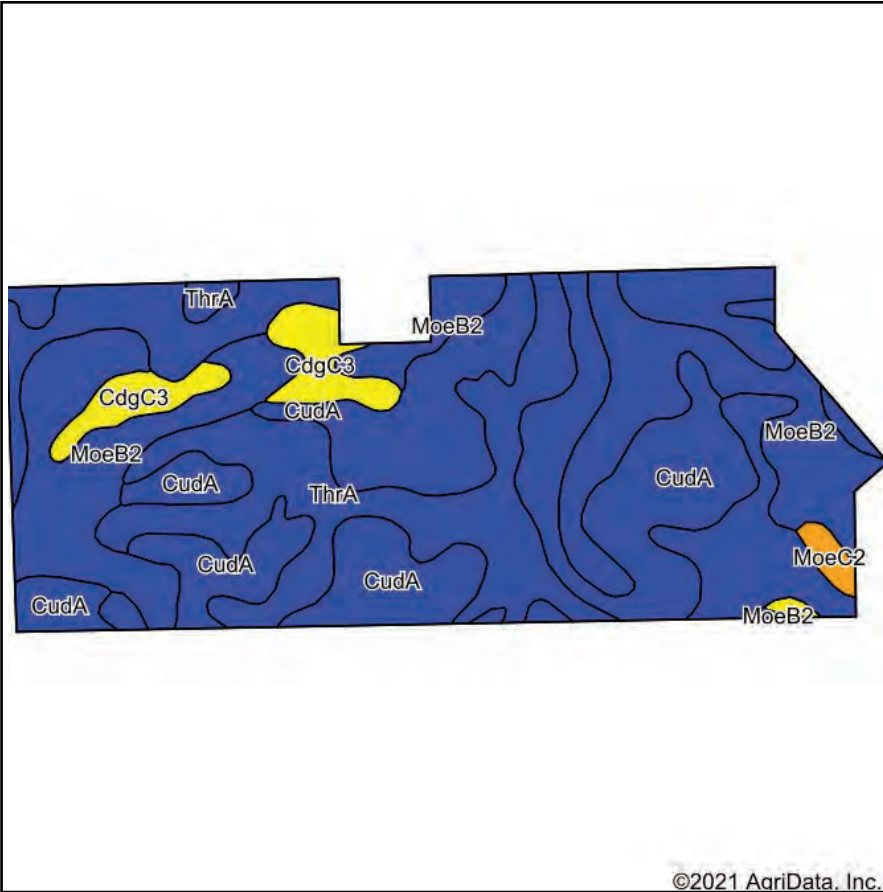
All-tillable tract with good access along CR 500S. Quality Treaty, Crosby and Miamian soils. Perfect to combine with Tract 1 for ease of operation in one large field.

Tract 3 7.5± acres

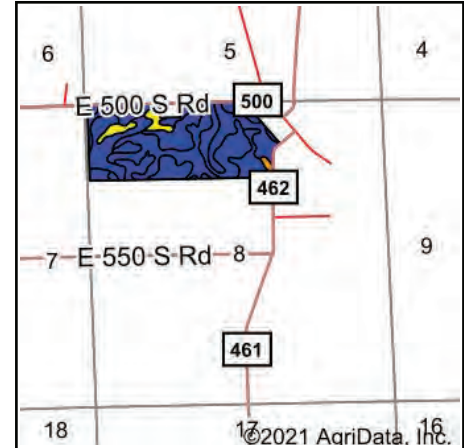
Beautiful acreage for your home in the country near Prairie Creek and the Cardinal Greenway. Mostly tillable with great potential rarely available at auction – don't miss this opportunity!

SOILS MAP

SOILS MAP



Soils data provided by USDA and NRCS.



State: **Indiana**
 County: **Delaware**
 Location: **8-19N-11E**
 Township: **Perry**
 Acres: **96.25**
 Date: **12/20/2021**

SCHRADER
 Real Estate and Auction Company, Inc.

Maps Provided By:
surety
 CUSTOMER ONLINE MAPPING
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Area Symbol: IN035, Soil Area Version: 26

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Grass legume hay Tons	Pasture AUM	Soybeans Bu	Winter wheat Bu
CudA	Crosby silt loam, New Castle Till Plain, 0 to 2 percent slopes	41.69	43.3%		Ilw	142	5	9	52	55
MoeB2	Miamian silt loam, New Castle Till Plain, 2 to 6 percent slopes, eroded	25.07	26.0%		Ile	127	4	8	45	57
ThrA	Treaty silty clay loam, 0 to 1 percent slopes	23.84	24.8%		Ilw	181	6	12	64	61
CdgC3	Casco sandy clay loam, 6 to 15 percent slopes, severely eroded	4.63	4.8%		IVe	109	3	7	37	45
MoeC2	Miamian loam, 5 to 10 percent slopes, eroded	0.78	0.8%		Ille	117	4	8	40	53
LshC3	Losantville clay loam, 6 to 12 percent slopes, severely eroded	0.24	0.2%		IVe	111	4	7	38	49
Weighted Average					2.11	145.9	4.9	9.4	52.3	56.5

Soils data provided by USDA and NRCS.

TOPOGRAPHY MAP

TOPOGRAPHY MAP



SCHRADER
Real Estate and Auction Company, Inc.

Source: USGS 10 meter dem
Interval(ft): 3.0
Min: 1,013.3
Max: 1,042.9
Range: 29.6
Average: 1,026.0
Standard Deviation: 4.3 ft

0ft 534ft 1068ft



12/20/2021

8-19N-11E
Delaware County
Indiana

Map Center: 40° 7' 7.73, -85° 18' 13.79

Maps Provided By:
surety
CUSTOMIZED ONLINE MAPPING
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LEGAL COUNTY DRAIN

LEGAL COUNTY DRAIN



ASSESSOR'S INFORMATION

ASSESSOR'S INFORMATION



BeaconTM Delaware County, IN

Summary

Parcel ID 1608201002000
Alternate ID 18-16-08-201-002.000-020
Property Address S CR 462 E
MUNCIE, IN 47302
Brief Tax Description PT NE QTR 17.0700Acres STR: 081911 IN: OUT:
(Note: Not to be used on legal documents)
Class 100: Vacant Land

Owner

[HCH PRAIRIE CREEK L.L.C.](#)
10575 W CR 400 S
MODOC, IN 47358

Taxing District

County: Delaware
Township: PERRY TOWNSHIP
State District: 020 PERRY
Local District: 020
School Corp: LIBERTY-PERRY COMMUNITY
Neighborhood: 200010-020 RURAL RESIDENTIAL/AGRICULTURAL HOMESITE

Site Description

Topography: Flat
Public Utilities: Electricity , Water
Street or Road: Paved
Area Quality: Static
Parcel Acreage: 17.07

Land

Land Type	Soil ID	Act Front.	Eff. Depth	Size	Rate	Adj. Rate	Ext. Value	Infl. %	Value
TILLABLE LAND		0	0	16.5700	\$1,290.00	\$1,290.00	\$21,375.30	\$0.00	\$21,380.00
PUBLIC ROAD/ROW	ROAD	0	0	0.5000	\$1,290.00	\$1,290.00	\$645.00	(\$100.00)	\$0.00

Transfer History

Date	New Owner	Doc ID	Book/Page	Sale Price
3/1/2009	HCH PRAIRIE CREEK L.L.C.			\$0.00

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	\$21,400	\$21,200	\$25,900	\$26,700	\$29,900
Land Res (1)	\$0	\$0	\$0	\$0	\$0
Land Non Res (2)	\$21,400	\$21,200	\$25,900	\$26,700	\$29,900
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	\$21,400	\$21,200	\$25,900	\$26,700	\$29,900
Total Res (1)	\$0	\$0	\$0	\$0	\$0
Total Non Res (2)	\$21,400	\$21,200	\$25,900	\$26,700	\$29,900
Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

Historic Districts

Historical District none

[Click here for more information](#)

No data available for the following modules: Residential Dwellings, Commercial Buildings, Improvements, Sales Disclosures, Sketch.

ASSESSOR'S INFORMATION



BeaconTM Delaware County, IN

Summary

Parcel ID 1608101001000
Alternate ID 18-16-08-101-001.000-020
Property Address 0 E CR 500S
MUNCIE, IN 47302
Brief Tax Description N HLF NW QTR 78.0100Acres STR: 081911 IN: OUT:
(Note: Not to be used on legal documents)
Class 100: Vacant Land

Owner

[HCH PRAIRIE CREEK L.L.C.](#)
10575 W CR 400 S
MODOC, IN 47358

Taxing District

County: Delaware
Township: PERRY TOWNSHIP
State District: 020 PERRY
Local District: 020
School Corp: LIBERTY-PERRY COMMUNITY
Neighborhood: 200010-020 RURAL RESIDENTIAL/AGRICULTURAL HOMESITE

Site Description

Topography: Flat
Public Utilities: Electricity , Water
Street or Road: Paved
Area Quality: Static
Parcel Acreage: 78.01

Land

Land Type	Soil ID	Act Front.	Eff. Depth	Size	Rate	Adj. Rate	Ext. Value	Infl. %	Value
TILLABLE LAND		0	0	76.8000	\$1,290.00	\$1,290.00	\$99,072.00	\$0.00	\$99,070.00
PUBLIC ROAD/ROW	ROAD	0	0	1.2100	\$1,290.00	\$1,290.00	\$1,560.90	(\$100.00)	\$0.00

Transfer History

Date	New Owner	Doc ID	Book/Page	Sale Price
3/1/2009	HCH PRAIRIE CREEK L.L.C.			\$0.00

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	\$99,100	\$98,300	\$119,800	\$123,700	\$139,200
Land Res (1)	\$0	\$0	\$0	\$0	\$0
Land Non Res (2)	\$99,100	\$98,300	\$119,800	\$123,700	\$139,200
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	\$99,100	\$98,300	\$119,800	\$123,700	\$139,200
Total Res (1)	\$0	\$0	\$0	\$0	\$0
Total Non Res (2)	\$99,100	\$98,300	\$119,800	\$123,700	\$139,200
Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

Historic Districts

Historical District none

[Click here for more information](#)

No data available for the following modules: Residential Dwellings, Commercial Buildings, Improvements, Sales Disclosures, Sketch.

FSA INFORMATION

FSA INFORMATION



FSA INFORMATION

INDIANA
DELAWARE
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

FARM : 8651
Prepared : 1/3/22 11:08 AM
Crop Year : 2022

Abbreviated 156 Farm Record

Tract 10973 Continued ...

WL Violations : None
Owners : HCH PRAIRIE CREEK LLC
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
134.00	126.11	126.11	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	126.11	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	26.80	0.00	46
Corn	59.60	0.00	127
Soybeans	39.70	0.00	40
TOTAL	126.10	0.00	

NOTES

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

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

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

TAX INFORMATION

TAX INFORMATION

DELAWARE COUNTY, INDIANA | Logout | Help

Log In: bstuffel (0)

eAssessor eAuditor eTreasurer eOffice

Quick Search

BM

16-08-201-002.000-020 2020

HCH PRAIRIE CREEK L L C

S CR 462 E

AGRICULTURAL : 100

PRC

CUR

DEL

Edit Parcel

Appeals

Current Tax Season 2020 Payable 2021



Tax Information

Tax Summary

Type	Unpaid
20/21 Spring Tax	\$0.00
20/21 Spring Ditch: 038 - WHITE RIVER EAST	\$0.00
20/21 Fall Tax	\$0.00
Current Due:	\$0.00
Total Due:	\$0.00

Tran Hist

Tax Duplicate

Tax Sum

Payment History

Type	Charge	Paid	AC	Unpaid
20/21 Spring Tax	\$197.89	\$197.89	\$0.00	\$0.00
20/21 Spring Ditch: 038 - WHITE RIVER EAST	\$17.07	\$17.07	\$0.00	\$0.00
20/21 Fall Tax	\$197.89	\$197.89	\$0.00	\$0.00
Total:	\$412.85	\$412.85	\$0.00	\$0.00

Penalty Option

Do Not Calculate Penalty: ☐

Other Charge Information

Other Charges

Name	Type	Code	Bill	Effective Units	Fixed Fee	Fee Calc
038 - WHITE RIVER EAST	Ditch	038	Y	17.07	0	\$17.07

Deduction Information

Deductions

Parcel and Map Information

Parcel and Map Information

Bookmark

Parcel Number: 16-08-201-002.000-020

Plat Bk Page:

Property Class: AGRICULTURAL

Status: Active

Sub Class: VACANT AGRICULTURAL-100

TAX INFORMATION

DELAWARE COUNTY, INDIANA | Logout | Help

Log In: bstuffel (0)

eAssessor eAuditor eTreasurer eOffice

Quick Search

BM

16-08-101-001.000-020 2020 HCH PRAIRIE CREEK L L C 0 E CR 500S AGRICULTURAL : 100

PRC

CUR

DEL

Edit Parcel

Appeals

Current Tax Season 2020 Payable 2021



Tax Information

Tax Summary

Type	Unpaid
20/21 Spring Tax	\$0.00
20/21 Spring Ditch: 038 - WHITE RIVER EAST	\$0.00
20/21 Fall Tax	\$0.00
20/21 Fall Ditch: 038 - WHITE RIVER EAST	\$0.00
Current Due:	\$0.00
Total Due:	\$0.00

Tran Hist

Tax Duplicate

Tax Sum

Payment History

Type	Charge	Paid	AC	Unpaid
20/21 Spring Tax	\$917.58	\$917.58	\$0.00	\$0.00
20/21 Spring Ditch: 038 - WHITE RIVER EAST	\$39.01	\$39.01	\$0.00	\$0.00
20/21 Fall Tax	\$917.58	\$917.58	\$0.00	\$0.00
20/21 Fall Ditch: 038 - WHITE RIVER EAST	\$39.01	\$39.01	\$0.00	\$0.00
Total:	\$1,913.18	\$1,913.18	\$0.00	\$0.00

Penalty Option

Do Not Calculate Penalty: ☐

Other Charge Information

Other Charges

Name	Type	Code	Bill	Effective Units	Fixed Fee	Fee Calc
038 - WHITE RIVER EAST	Ditch	038	Y	78.01	0	\$78.01

Deduction Information

Deductions

Parcel and Map Information

Parcel and Map Information

Bookmark

Parcel Number: 16-08-101-001.000-020

Plat Bk Page:

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: 20213223
Issuing Office File Number: 20213223
Property Address: E CR 500 S, Muncie, IN 47302
Revision Number:

1. Commitment Date: December 10, 2021 at 8:00 A.M.

2. Policy to be issued:	Proposed Policy Amount
(a) ALTA Owner's Policy Standard	\$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:

HCH Prairie Creek, L.L.C.

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


James W. Trulock, Authorized Countersignature

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. 20213223

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

Page 1 of 2



PRELIMINARY TITLE

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
Fidelity National Title Insurance Company

EXHIBIT "A" LEGAL DESCRIPTION

TRACT 1

A part of the Northeast Quarter of Section 8, Township 19 North, Range 11 East, in Perry Township, Delaware County, Indiana, described as follows: Beginning at the Northwest corner of the Northeast Quarter of Section 8, Township 19 North, Range 11 East; thence North 90 degrees 00 minutes 00 seconds East 330.18 feet (assumed bearing) along the North line of said quarter section; thence South 6 degrees 35 minutes 05 seconds East 271.08 feet to the Northwest corner of the Town of New Burlington, as shown in Deed Record 2, page 574, of the records in the Recorder's Office of Delaware County, Indiana; thence South 39 degrees 13 minutes 45 seconds East 642.21 feet along the West line of said Town to the center line of Third Street in said Town; thence South 51 degrees 00 minutes 00 seconds West 182.44 feet along the center line of said Third Street extended Westerly and being the center line of a public road; thence South 00 degrees 29 minutes 12 seconds West 475.87 feet along the center line of said road to the South line of the Northwest Quarter of said quarter section; thence North 89 degrees 21 minutes 23 seconds West 602.18 feet to the Southwest corner of said quarter section; thence North 00 degrees 49 minutes 29 seconds West 1350.80 feet to the point of beginning, containing 17.07 acres, more or less.

TRACT 2

The North Half of the Northwest Quarter of Section 8, Township 19 North, Range 11 East, containing 80 acres, more or less. **Except:** A part of the Northwest Quarter of Section 8, Township 19 North, Range 11 East, described as follows: Beginning at a point in the North line of the Northwest Quarter of said Section 8, Township 19 North, Range 11 East said point being North 90 degrees 00 minutes 00 seconds West 995 feet (assumed bearing) from the Northeast corner of said quarter section and running thence South 2 degrees 17 minutes 6 seconds West 252 feet; thence North 90 degrees 00 minutes 00 seconds West 345 feet; thence North 2 degrees 17 minutes 6 seconds East 252 feet to the North line of said quarter section; thence South 90 degrees 00 minutes 00 seconds East 345 feet to the point of beginning, containing 1.99 acres, more or less.

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File No. 20213223

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

Page 2 of 2



PRELIMINARY TITLE

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
Fidelity National Title Insurance Company

Requirements

File No.: 20213223

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. Warranty Deed to be executed from HCH Prairie Creek, L.L.C. to "BUYER".
 - B. 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.
 - C. 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.
 - D. We must be furnished copies of proper company resolutions authorizing the sale of the premises and setting forth the name(s) of the individual(s) authorized to execute the deed.

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.

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

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PRELIMINARY TITLE

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
Fidelity National Title Insurance Company

Requirements

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. 20213223

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.: 20213223

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 \$197.89 each installment due May 10 and November 10, 2021. May installment PAID. November installment PAID. 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 18-16-08-201-002.000-020 (Tract 1)

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File No. 20213223

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

Page 1 of 2



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 \$17.07 per year, recorded in Ditch No. 038, next installment due May 10, 2022. (Tract 1)
10. Taxes for the year 2020 in the amount of \$917.58 each installment due May 10 and November 10, 2021. May installment PAID. November installment PAID. 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 18-16-08-101-001.000-020 (Tract 2)

11. White River East annual ditch assessment in the sum of \$78.02 per year, recorded in Ditch No. 038, next installment of \$39.01 due May 10, 2022. (Tract 2)
12. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
13. 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.
14. Oil and Gas Lease by and between HCH Prairie Creek, L.L.C. and Pine Creek, L.P. dated March 11, 2008 and recorded July 3, 2008 in Instrument No. 2008R15081, as affected by Declaration of Oil and Gas Development and Production Unit recorded September 30, 2008 in Instrument No. 2008R20899.

JLS/kll

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

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PRELIMINARY TITLE



Fidelity National Title
Insurance Company

Commitment No. 20213223

**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 EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, 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:

A handwritten signature in black ink, likely belonging to the President of the company.

ATTEST

President

A handwritten signature in black ink, likely belonging to the Secretary of the company.

Secretary

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PROPERTY PHOTOS



















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