

Transaction Identification Data for reference only:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Fidelity National Title Company, LLC 108 W. Main Street Warsaw, IN 46580 Main Phone: (574)268-0065	Fidelity National Title Company, LLC 108 W. Main Street Warsaw, IN 46580 Main Phone: (574)268-0065 Main Fax: (574)268-0095

Order Number: 702200517**Property Address:** 2149 W 650 N, Columbia City, IN 46725**SCHEDULE A**

1. Commitment Date: April 18, 2022 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Homeowner's Policy of Title Insurance 2013 (Policy Conversion)
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount: \$10,000.00
 - (b) ALTA Short Form Residential Loan Policy 2012
Proposed Insured: Lender with contractual obligations under a loan agreement with the proposed insured owner identified in Item 2 above, its successors and/or assigns as their respective interests may appear
Proposed Policy Amount: \$10,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:
Fee Simple
4. The Title is, at the Commitment Date, vested in:
Thomas O. Macy and Viola M. Macy, Co-Trustee(s) and/or their successors in trust under the Viola M. Macy Living Trust dated November 21, 2005, and any amendments thereto
5. The Land is described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 92-03-06-000-302.000-011 and

TEN (10) ACRES OFF OF THE WEST END OF THE EAST HALF OF THE NORTH FORTY (40) ACRES, OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION SIX (6), TOWNSHIP THIRTY-TWO (32) NORTH, RANGE NINE (9) EAST, WHITLEY COUNTY, INDIANA.

LESS AND EXCEPTING A PART OF THE FRACTIONAL SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 32 NORTH, RANGE 9 EAST, WHITLEY COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT AN IRON PIN FOUND AT THE NORTHWEST CORNER OF SAID FRACTIONAL SOUTHWEST QUARTER; THENCE SOUTH 89 DEGREES 59 MINUTES 00 SECONDS EAST (ADJOINER'S DEED BEARING AND USED AS THE BASIS OF BEARINGS FOR THIS DESCRIPTION), ON AND ALONG THE NORTH LINE OF SAID FRACTIONAL SOUTHWEST QUARTER, A DISTANCE OF 1,174.00 FEET TO A MAG NAIL FOUND AT THE NORTHEAST CORNER OF A CERTAIN 1.837 ACRE TRACT OF LAND AS RECORDED IN DOCUMENT NUMBER 2006050064 IN THE RECORDS OF WHITLEY COUNTY, INDIANA, SAID MAG NAIL BEING AT THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 59 MINUTES 00 SECONDS EAST, ON AND ALONG SAID NORTH LINE, BEING WITHIN THE RIGHT-OF-WAY OF COUNTY ROAD 650 NORTH, A DISTANCE OF 82.00 FEET TO A MAG NAIL; THENCE SOUTH 01 DEGREE 39 MINUTES 45 SECONDS WEST, A DISTANCE OF 229.98 FEET TO A 5/8 INCH IRON PIN CAPPED "WALKER"; THENCE SOUTH 89 DEGREES 59 MINUTES 00 SECONDS EAST, A DISTANCE OF 348.00 FEET TO A 5/8 INCH IRON PIN CAPPED "WALKER"; THENCE NORTH 01 DEGREE 39 MINUTES 45 SECONDS EAST, A DISTANCE OF 229.98 FEET TO A MAG NAIL ON THE NORTH LINE OF SAID FRACTIONAL SOUTHWEST QUARTER; THENCE SOUTH 89 DEGREES 59 MINUTES 00 SECONDS EAST, ON AND ALONG SAID NORTH LINE, BEING WITHIN THE RIGHT-OF-WAY OF COUNTY ROAD 650 NORTH, A DISTANCE OF 147.28 FEET TO A MAG NAIL; THENCE SOUTH 01 DEGREE 39 MINUTES 45 SECONDS WEST, A DISTANCE OF 756.60 FEET (RECORDED 699 FEET), TO A 5/8 INCH IRON PIN CAPPED "WALKER" ON THE NORTH LINE OF A CERTAIN 36.356 ACRE TRACT OF LAND AS RECORDED IN DOCUMENT NUMBER 2004090442 IN SAID RECORDS; THENCE NORTH 89 DEGREES 38 MINUTES 30 SECONDS WEST, ON AND ALONG SAID NORTH LINE, A DISTANCE OF 577.19 FEET TO A POINT SITUATED 1.3 FEET SOUTH OF A RAIL IRON POST FOUND; THENCE NORTH 01 DEGREE 39 MINUTES 45 SECONDS EAST, ON AND ALONG THE EAST LINE OF SAID 1.837 ACRE TRACT OF LAND, A DISTANCE OF 753.16 FEET TO THE POINT OF BEGINNING, CONTAINING 8.163 ACRES OF LAND, MORE OR LESS.

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**SCHEDULE B, PART I
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. In the event any document is to be notarized using remote online notary, the following requirements apply:
 - A. Confirmation prior to closing that the County Recorders Office of Whitley, Indiana will accept and approve authorized electronic recording of electronically signed and notarized instruments in the form and format being used.
 - B. Electronic recordation in the Recorders Office of Whitley of the documents required herein to create the insured estates or interests.
 - C. Execution of instruments in accordance with Indiana law.
 - D. Acknowledgment of the documents required herein to create the insured estates or interests by a notary public properly commissioned as an online notary public by the Indiana Secretary of State with the ability to perform electronic and online notarial acts under IC 33-42-17.
6. Furnish for recordation a deed as set forth below:

Type of deed: Trustee's Deed
Grantor(s): Fee Simple Title Holder as shown on Schedule A
Grantee(s): Proposed Insured as shown on Schedule A
7. Any conveyance or mortgage by the Trustee of the trust under which title is held must be accompanied by evidence of the continued existence of the trust, the identity of the Trustee and evidence of authority with respect to the contemplated transaction.
8. Disclosure of Sales Information form(s) prescribed by the State Board of Tax Commissioners pursuant to IC 6-1.1-5.5 must be filed with the Auditors Office. Strict compliance must be followed using the most recent version of the Indiana Sales Disclosure.

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**SCHEDULE B, PART I
REQUIREMENTS**

(continued)

9. 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.
10. Mortgage executed by proposed Mortgagor to the proposed insured lender.
11. Partial Payment and Release of Mortgage from Thomas Macy and Viola Macy, husband and wife to Farm Credit Services of Mid-America, ACA, a corporation, in the amount of \$36,500.00 dated November 22, 1996, and recorded November 22, 1996, as Instrument No. 96-11-416 and Assigned by Assignment of Mortgage to Farm Credit Services of Mid-America, FLCA recorded as Instrument No. 2006110056 in the Whitley County records. (Also covers other real estate)
12. The Company should be provided a statement from the borrower(s) relative to the above mortgage disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or postponed payments, or other restructuring of the debt secured by the mortgage.
13. As per the purchase agreement, current taxes and/or drain assessments as shown in Schedule B-Section 2 are to be paid.
14. The Company should be furnished a Vendors Affidavit.
15. Furnish evidence that all assessments which are due the owners' association and/or master association, if any, have been paid in full and are current.
16. The Company requires compliance with county ordinance number 2016-05 regarding a division or combination of parcels of land which require approval of the Parcel Committee established under said ordinance prior to recordation of instruments transferring real estate.
17. Furnish proof that any outstanding municipal and/or county tax assessments which are due have been paid current.

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

A Deed dated July 13, 2006 and recorded July 17, 2006 from Thomas O. Macy and Viola M. Macy, husband and wife, as Tenants by the Entireties to Thomas O. Macy and Viola M. Macy, Co-Trustee(s) and/or their successors in trust under the Viola M. Macy Living Trust dated November 21, 2005, and any amendments thereto as Instrument No. 2006070337.

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

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**SCHEDULE B, PART I
REQUIREMENTS**
(continued)

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

END OF SCHEDULE B, PART I

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**SCHEDULE B, PART II
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the report 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 encroachment, 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 or hereafter 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.
7. Property Taxes are as follows:

Tax Year: 2021

Due and Payable: 2022

May Installment: \$433.07 Paid

November Installment: \$433.07 Unpaid

Name of Taxpayer: Macy, Thomas O. and Viola M. Trustees

Land: \$31,300.00

Improvements: \$90,300.00

Exemptions: \$68,170.00 (Standard Homestead/Supplemental)

Tax Identification No.: 92-03-06-000-302.000-011

Description: W2 E2 N2 N2 SW4 EX 8.163 A S6 T32 R9 1.837 A

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SCHEDULE B, PART II
EXCEPTIONS
(continued)

8. Annual Assessment as set forth below:
- Type of Assessment: 310-Whitley Co Solid Waste
Annual Amount: \$53.00, Paid
- All future assessments are not yet due and payable.
9. Semi-Annual Assessment as set forth below:
- Type of Assessment: 5182-000a-Friskney T1 A
May Installment: \$25.00, Paid
November Installment: \$25.00, Unpaid
- All future assessments are not yet due and payable.
10. Semi-Annual Assessment as set forth below:
- Type of Assessment: 5261-000b-Hartsough M
May Installment: \$25.00, Paid
November Installment: \$25.00, Unpaid
- All future assessments are not yet due and payable.
11. Taxes for the year 2022 are a lien, due in 2023, but are not yet due and payable.
12. Added improvements in place as of January 1, 2022 are subject to assessment which could increase the tax amounts due in 2023, in such cases, the Town or Township assessor should be contacted relative to possible new assessment amounts.
13. The real estate tax information set forth above is all that is currently available in the County Tax computer. Recent computer program changes may have rendered incomplete or inaccurate the available data. THIS INFORMATION MAY NOT BE SUFFICIENT FOR THE PURPOSE OF ESTABLISHING A PROPER REAL ESTATE TAX ESCROW. Neither the Company nor its agent, assume or accept any responsibility for loss, damage, cost or expense due to, or arising out of the unavailability of accurate tax information.
14. The Company assumes no liability for increases in the amount of real estate taxes as shown above, and any civil penalties, as a result of retroactive revaluation of the land and improvements, changes in the usage of the land or the loss of any exemption or deduction applicable to the land insured herein.
15. Acreage contained in the legal description of the Land is shown solely for the purpose of identifying and describing the Land, and this search should not be construed as insuring the quantity of land as set forth in said description.

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SCHEDULE B, PART II
EXCEPTIONS
(continued)

16. Terms and provisions of the trust under which title is held.
17. Rights of the public, the State of Indiana and/or the municipality, and others entitled thereto, in and to that part of the Land taken or used for road purposes.
18. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
19. The address shown on Schedule A, is solely for the purpose of identifying said tract and should not be construed as insuring the address shown in the description of the land.
20. Any map/plat furnished is being done so as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the Land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

NOTE: Fidelity National Title Insurance Company has not conducted a state court judgment search against the purchaser, as any state court judgment against the purchaser is subordinate to the insured mortgage herein pursuant to Indiana Code 32-29-1-4 which states: PURCHASE MONEY MORTGAGE Sec. 4. A Mortgage granted by a purchaser to secure purchase money has priority over a prior judgment against the Purchaser.

END OF SCHEDULE B, PART II

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JUL 17 2006

WARRANTY DEED

ROSEMARY BROWN
WHITLEY COUNTY RECORDER
VALIDATION:
REB Date 07/17/2006 Time 10:31:03
I 2006070337
Page 1 of 3

Linda J. Kering
AUDITOR WHITLEY COUNTY

Mail tax bills to:
406 Coesse Street
Columbia City, IN 46725

2149-W 650-N
Tom

THIS INDENTURE WITNESSETH, that THOMAS O. MACY and VIOLA M. MACY, husband and wife, as Tenants by the Entireties, GRANTOR(S) of Whitley County in the State of Indiana, CONVEY(S) AND WARRANT(S) to THOMAS O. MACY and VIOLA M. MACY, Co-Trustee(s) and/or their successors in trust under the VIOLA M. MACY LIVING TRUST dated November 21, 2005, and any amendments thereto, GRANTEE(S) of WHITLEY County in the State of Indiana, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate in WHITLEY County, in the State of Indiana, to-wit:

Ten (10) acres off of the West end of the East half fo the North Forty (40) acres, of the Southwest fractional quarter of Section Six (6), Township thirty-two (32) North, Range nine (9) East.

Dated this 13 day of July, 2006

Thomas O. Macy
(Signature)

THOMAS O. MACY
(Printed Name)

Viola M. Macy
(Signature)

VIOLA M. MACY

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

I 2006070337

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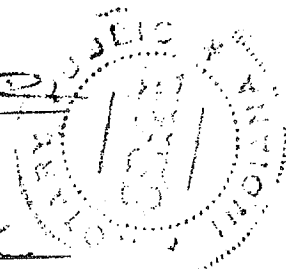
Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Thomas O. Macy and Viola M. Macy and acknowledged the execution of the foregoing deed as a free and voluntary act. In witness whereof, I have hereunto subscribed my name and affixed my official seal

WITNESS MY HAND AND SEAL THIS _____ day of _____, 2006.

My commission expires:

(Signature of Notary Public)

(printed name of Notary Public)



Resident of _____ County, IN

The foregoing instrument was prepared by Aaron M. Black, attorney-at-law, P. O. Box 15716, Fort Wayne, Indiana 46885, Attorney No.: 11911-18. THE LEGAL DESCRIPTION, STATED TITLE OWNER(S) AND RECITALS CONTAINED HEREIN WERE SUPPLIED BY THE PARTY/PARTIES AND THE DRAFTSMAN ASSUMES NO RESPONSIBILITY FOR THE CORRECTNESS THEREOF.

“I affirm, under the penalties for perjury,
that I have taken reasonable care to
redact each Social Security number in
this document, unless required by law

Thomas Q. Macy.”

Per Indiana Code 36-2-11-15

MAR 27 2014

James R. McQuinn
AUDITOR, WHITLEY COUNTY

Mail Tax Bills To:
620 W. McConnell Road
Columbia City Indiana, 46725



2014030395

APRIL WHETSTONE
WHITLEY COUNTY RECORDER
COLUMBIA CITY, IN
\$ 19.00 TX: 33901
03/27/2014 03:20:42PM

MEMORANDUM OF CONTRACT

That this Memorandum of Contract is notice that there has been a Contract for Conditional Sale of Real Estate entered into between The Thomas O. Macy and Viola M. Macy Revocable Living Trust by and through the Co-Trustees Thomas O. Macy and Viola Macy, husband and wife, over the age of eighteen (18) years, of Whitley County, Indiana, as Seller and Ryan W. Geiger and Darcy H. Geiger, husband and wife, over the age of eighteen (18) years, of Whitley County, Indiana as Buyer, for the following described property in Whitley County, Indiana:

Part of the Fractional Southwest Quarter of Section 6, Township 32 North, Range 9 East, Whitley County, Indiana, more particularly described as follows, to wit:

Commencing at an iron pin found at the Northwest corner of said Fractional Southwest Quarter; thence S 89 degrees-59 minutes-00 seconds E (adjoiner's deed bearing and used as the basis of bearings for this description), on and along the North line of said Fractional Southwest Quarter, a distance of 1174.00 feet to a Mag nail found at the Northeast corner of a certain 1.837 acre tract of land as recorded in Document Number 2006050064 in the records of Whitley County, Indiana, said Mag nail being at the POINT OF BEGINNING; thence continuing S89 degrees-59 minutes-00 seconds E, on and along said North line, being within the right-of-way of County Road 650 N, a distance of 82.00 feet to a Mag nail; thence S01 degree-39 minutes-45 seconds W, a distance of 348.00 feet to a 5/8-inch iron pin capped "Walker"; thence S89 degrees-59 minutes-00 seconds E, a distance of 229.98 feet to a Mag nail on the North line of said Fractional Southwest Quarter; thence S89 degrees-59 minutes-00 seconds E, on and along said North line, being within the right-of-way of County Road 650N, a distance of 147.28 feet to a Mag nail; thence S01 degrees-39 minutes-45 seconds W, a distance of 756.60 feet (recorded 699 feet), to a 5/8-inch iron pin capped "Walker" on the North line of a certain 36.356 acre tract of land as recorded in Document Number 2004090442 in said records; thence N89 degrees-38 minutes-30 seconds W, on and along said North line, a distance of 577.19 feet to a point situated 1.3 feet South of a rail iron post found; thence N01 degree-39 minutes-45 seconds E, on and along the East line of said 1.837 acre tract of land, a distance of 753.16 feet to the point of beginning, containing 8.163 acres of land, more or less, subject to legal right-of-way for County Road 650 N, subject to all legal drain easements and all other easements of record.

This Memorandum of Contract was entered into on the 27th day of March, 2014.

The Thomas O. Macy and Viola M. Macy Revocable
Living Trust

By: *Thomas O. Macy*
Its: Trustee

"SELLER"

Ryan W. Geiger

"BUYER"

By: *Viola Macy*
Its: Trustee

"SELLER"

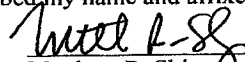
Darcy H. Geiger

"BUYER"

STATE OF INDIANA
WHITLEY COUNTY, SS:

Personally before me, the undersigned notary public, in and for said County and State, appeared the above named Thomas O. Macy and Viola M. Macy, Revocable Living Trust by and through the Co-Trustees Thomas O. Macy and Viola Macy, and acknowledged the due and voluntary execution of the foregoing Memorandum of Contract on the day and year last above written.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.



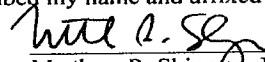
Matthew R. Shipman, Notary Public
Resident of Whitley County, Indiana

My commission expires:
June 1, 2014

STATE OF INDIANA
WHITLEY COUNTY, SS:

Personally before me, the undersigned notary public, in and for said County and State, appeared the above named Ryan W. Geiger and Darcy H. Geiger, and acknowledged the due and voluntary execution of the foregoing Memorandum of Contract on the day and year last above written.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.



Matthew R. Shipman, Notary Public
Resident of Whitley County, Indiana

My commission expires:
June 1, 2014

This instrument prepared by: Matthew R Shipman, Attorney No. 20664-49

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Matthew R Shipman

J.K. Walker & Associates, P.C.

Land Surveying, Civil Engineering & Land Planning

William D. Kyler, P.S.

Kevin R. Michel, P.E. & P.S.

112 West Van Buren Street, Columbia City, IN 46725

Phone: 260-244-3640

Fax: 260-244-4640

www.walkersurveying.net

Email: mail@walkersurveying.net

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DESCRIPTION OF SURVEYED TRACT

(Part of Document Number 2006070337)

Part of the Fractional Southwest Quarter of Section 6, Township 32 North, Range 9 East, Whitley County, Indiana, more particularly described as follows, to wit:

Commencing at an iron pin found at the Northwest corner of said Fractional Southwest Quarter; thence S89°-59'-00"E (adjoiner's deed bearing and used as the basis of bearings for this description), on and along the North line of said Fractional Southwest Quarter, a distance of 1174.00 feet to a Mag nail found at the Northeast corner of a certain 1.837 acre tract of land as recorded in Document Number 2006050064 in the records of Whitley County, Indiana, said Mag nail being at the POINT OF BEGINNING; thence continuing S89°-59'-00"E, on and along said North line, being within the right-of-way of County Road 650N, a distance of 82.00 feet to a Mag nail, thence S01°-39'-45"W, a distance of 229.98 feet to a 5/8-inch iron pin capped "Walker"; thence S89°-59'-00"E, a distance of 348.00 feet to a 5/8-inch iron pin capped "Walker"; thence N01°-39'-45"E, a distance of 229.98 feet to a Mag nail on the North line of said Fractional Southwest Quarter; thence S89°-59'-00"E, on and along said North line, being within the right-of-way of County Road 650N, a distance of 147.28 feet to a Mag nail; thence S01°-39'-45"W, a distance of 756.60 feet (recorded 699 feet), to a 5/8-inch iron pin capped "Walker" on the North line of a certain 36.356 acre tract of land as recorded in Document Number 2004090442 in said records; thence N89°-38'-30"W, on and along said North line, a distance of 577.19 feet to a point situated 1.3 feet South of a rail iron post found; thence N01°-39'-45"E, on and along the East line of said 1.837 acre tract of land, a distance of 753.16 feet to the point of beginning, containing 8.163 acres of land, more or less, subject to legal right-of-way for County Road 650N, subject to all legal drain easements and all other easements of record.

FLOOD HAZARD STATEMENT

The accuracy of any flood hazard data shown on this report is subject to map scale uncertainty and to any other uncertainty in location or elevation on the referenced Flood Insurance Rate Map. The surveyed tract appears to be situated in Zone "X", which is not in a flood plain, as said land plots by scale on Community Panel Number 180298 0001B of the Flood Insurance Rate Maps for Whitley County, Indiana, dated April 1, 1988.

THEORY OF LOCATION

This is an original boundary survey of part of the Fractional Southwest Quarter of Section 6, Township 32 North, Range 9 East, Whitley County, Indiana, located on County Road 650N. The surveyed tract is part of a larger tract of land as recorded in Document Number 2006070337 in the records of Whitley County, Indiana. The surveyed tract was created as directed by representative of the owner

The Northwest corner, the Northeast corner and the Southeast corner of said Fractional Southwest Quarter are county referenced. An iron pin was found at each of these corners and was held this survey.

The Southwest corner of said Fractional Southwest Quarter is county referenced. A railroad spike was found at this corner and was held this survey.

A Mag nail was found at a Northwest corner of the surveyed tract.

A rail iron post was found 1.3 feet North of the Southwest corner of the surveyed tract.

Mag nails were set at the other Three (3) corners of the surveyed tract that are within the right-of-way of County Road 650N

5/8-inch iron pins capped "Walker" were set at the other Three (3) corners of the surveyed tract.

See survey for other monuments found near the surveyed tract.

See survey for monuments that are referenced.

The actual calculated lengths and calculated bearings of the lines of a certain 1.837 acre tract of land as recorded in Document Number 2006050064 in the records of Whitley County, Indiana, are in agreement with the recorded distances and bearings.

Date: March 19, 2014
Name: Macy, Viola M. (Living Trust)
Address: 650N
Survey #: PQ-169



This map/plot is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

J.K. Walker & Associates, P.C.

Land Surveying, Civil Engineering & Land Planning

William D. Kyler, P.S.

Kevin R. Michel, P.E. & P.S.

112 West Van Buren Street, Columbia City, IN 46725

Phone: 260-244-3640

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www.walkersurveying.net

Email: mail@walkersurveying.net

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SURVEYOR'S REPORT

In accordance with the Title 865 IAC 1-12 "Rule 12" of the Indiana Administrative Code, the following observations and opinions are submitted regarding the various uncertainties of the location of the lines and corners established on this survey as a result of:

(A) Availability and condition of referenced monuments.

See comments above concerning monuments set, or found and held this survey. The monuments found are in good condition unless otherwise noted. Certain monuments are referenced as shown.

(B) Occupation or possession lines.

None

(C) Clarity or ambiguity of the record description used and of adjoining's descriptions and the relationship of the lines of the subject tract with adjoining's lines.

The calculated lengths of certain lines of the surveyed tract vary from the recorded distances as shown on this survey.

(D) The relative positional accuracy of the measurements.

The Relative Positional Accuracy (due to random errors in measurements) of the corners of the subject tract established by this survey is within the specifications for Rural surveys. 0.26 feet (79 millimeters) plus 200 parts per million as defined by IAC 865.

NOTES

1. This survey is subject to any facts and /or easement that may be disclosed by a full and accurate title search. The undersigned should be notified of any additions or revision that are required. The undersigned was not provided with a current title commitment for use on this survey.
2. For monuments found and set, see survey. All pins set are #5 Rebars with caps marked "Walker".
3. Origin of monuments unknown unless noted on survey.
4. Measurements of this survey are based on G.P.S. and/or E.T.S. traverse measurements.
5. Ownership research of the subject tract, and adjoining tracts, was obtained from current tax records on file in the Offices of the county Auditor and Recorder.
6. The Whitley County Surveyor's Legal Drain Map shows Two (2) legal tile drains running through the surveyed tract. Legal tile drains have 75-foot wide drainage easements on each side of the tile. These tile drains are not shown on this survey. Prior to any construction of a permanent structure near the legal drain easement, the location of the centerlines of the tile should be verified by the Whitley County Surveyor.
7. Reference survey by Anderson, dated 03-26-04.
Reference survey(s) by J.K. Walker & Associates, P.C., dated 01-08-87, 12-09-87, 02-22-96, 02-20-01, 12-10-03, 09-14-04, 04-04-06, 05-23-11.
8. The Whitley County Auditor and Recorder will require that a copy of this survey be recorded with the new deed.
9. I, Kevin Michel, affirm under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Date: March 10, 2014
Name: Macy, Viola M. (Living Trust)
Address: 650N
Survey #: PQ-189



Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

