LAND AUCTION

Vermillion County, IN

ACTES Offered in 5 Tracts from 18± to 73± acres

19

±

– 238.46 ± Tillable Acres ~ 96% Tillable

— 200+ Contiguous Acres in Tracts 1-4

— Hunting Opportunity on Tract 5





Wednesday, January 25 at 6pm (EST) beld at Covington Beef House Restaurant, Covington, IN • Online Bidding Available

INFORMATION BOOKLET

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.

AUCTION MANAGERS TODD FREEMAN • 765-414-1863 • todd@schraderauction.com DEAN RETHERFORD • 765-296-8475 • deanretherford@schraderauction.com



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

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BOOKLET INDEX





Real Estate Auction Registration Forms	5-8
Location Map	10
Tract Maps	2-14
Tract Descriptions & Auction Terms	16
Soils Maps & Productivity Information1	8-19
Topography Maps	22-23
Flood Zone Maps	26-27
FSA Information	30-31
County Parcel Reports	34-36
Survey Information (Tracts 1-4)	38-46
Preliminary Title	í 8-61
Property Photos	64-70





BIDDER PRE-REGISTRATION FORM

WEDNESDAY, JANUARY 25, 2023 249± ACRES - VERMILLION 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 <u>auctions@schraderauction.com</u> or fax to 260-244-4431, no later than Wednesday, January 18, 2023. Otherwise, registration available onsite prior to the auction.

BIDDER INFORMATION	(FOR OFFICE USE ONLY)
	Bidder #
Name	
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 A	UCTION?
□ Brochure □ Newspaper □ Signs □ Internet □ Radi	o 🗆 TV 🗆 Friend
Other	
WOULD YOU LIKE TO BE NOTIFIED OF FUT	TURE AUCTIONS?
🗆 Regular Mail 🗖 E-Mail 🛛 E-Mail address:	
□ Tillable □ Pasture □ Ranch □ Timber □ Recreation	onal 🛛 Building Sites
What states are you interested in?	
Note: If you will be bidding for a partnership, corporation or other entity, y with you to the auction which authorizes you to bid and sign a Purchase Ag	
I hereby agree to comply with terms of this sale including, but not limited to, premiums, and signing and performing in accordance with the contract if I am Real Estate and Auction Company, Inc. represents the Seller in this transaction	the successful bidder. Schrader

Signature: Date:



Online Auction Bidder Registration 249± Acres • Vermillion County, Indiana Wednesday, January 25, 2023

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, January 25, 2023 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, January 18, 2023. Send your deposit and return this form via fax or email to: 260-244-4431 or auctions@schraderauction.com.

I understand and agree to the above statements.

Registered Bidder's signature

Date

Printed Name

This document must be completed in full.

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

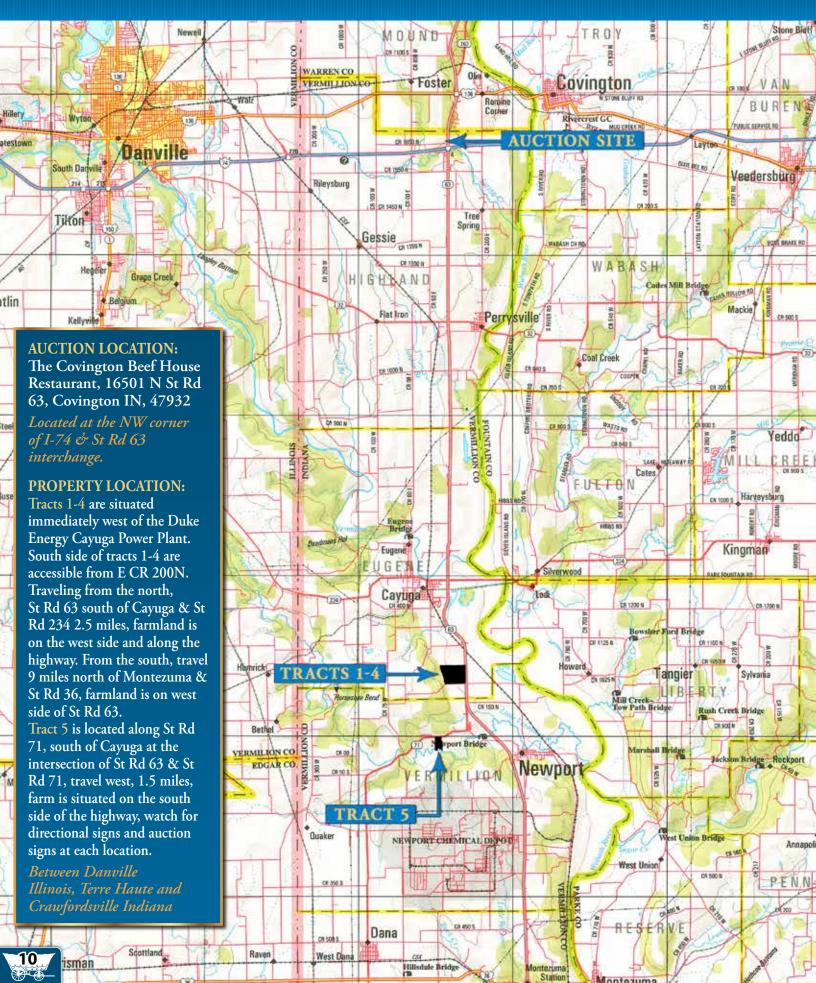
E-mail address of registered bidder:

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



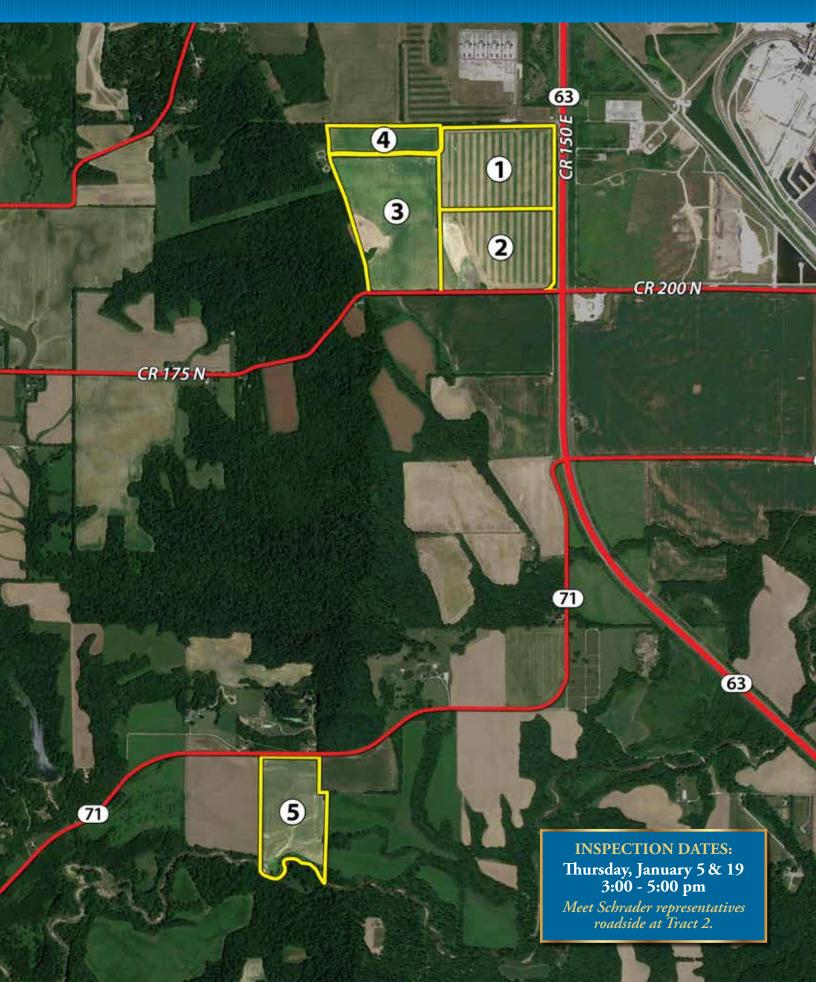
LOCATION MAP

LOCATION MAP

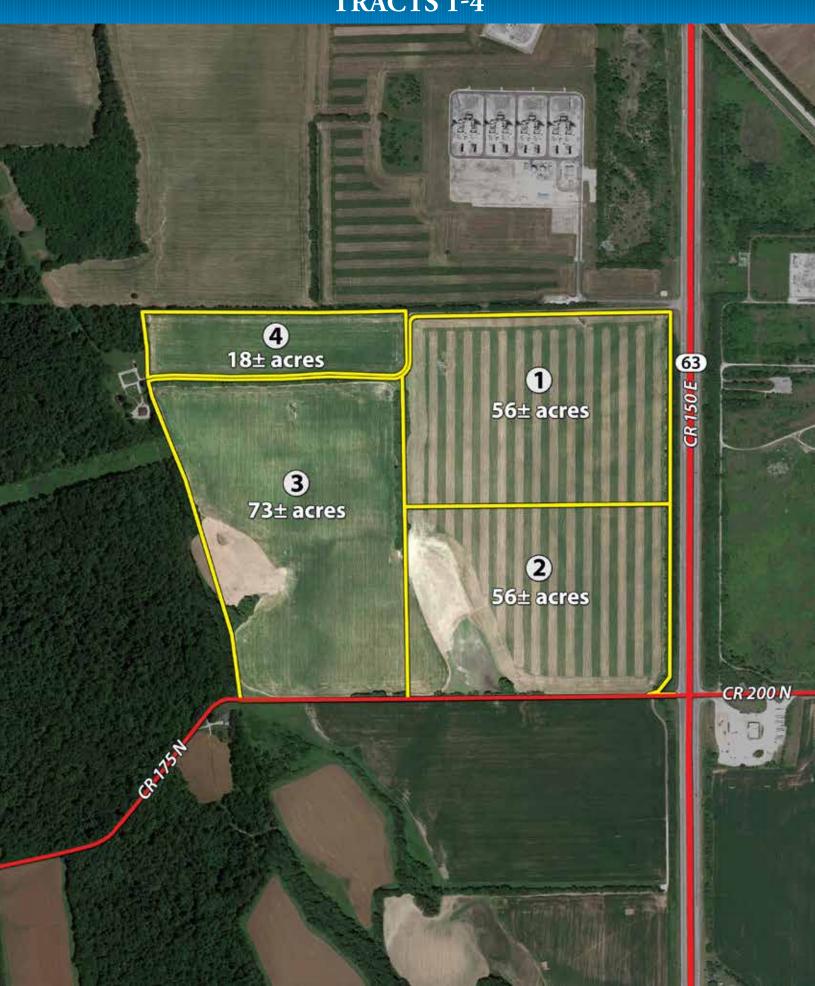


TRACT MAP

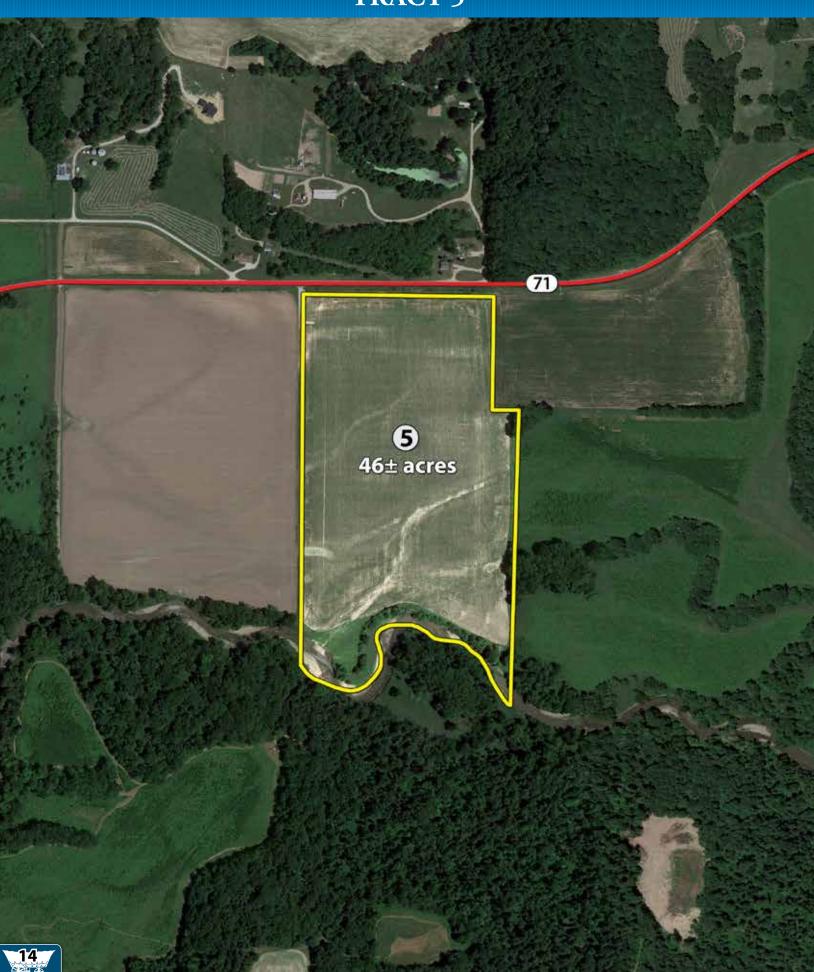
TRACT MAP



SECTION HEADER TRACTS 1-4



SECTION HEADER TRACT 5



TRACT DESCRIPTIONS

LAND AUCTION

Wednesday, January 25 at 6pm (EST)

A ALMAN AND A STATE

TRACT 1: 56± acres - 55.5± acres tillable, approximately 1300' of St Rd 63 frontage, access is via NE corner of farm at St Rd 63. Soils consist of Shipshe loam.

TRACT 2: $56\pm$ acres - 55.5± acres tillable, approximately 1600' of frontage along E CR 200N. Soils consist of Shipshe loam, Fox sandy loam & Eel silt loam

TRACT 3: $73\pm$ acres - 70.58± acres tillable, approximately 1000' of road frontage along E CR 200N. Soils consist of Sleeth silt loam, Fox loam & Ockely silt loam.

TRACT 4: 18± acres - 17.5± acres tillable, access is via easement off

of St Rd 63 on north side of farm. Soils consist of Genesee silt loam, Fox loam & Shipshe loam.

TRACT 5: $46\pm$ acres - 39.98± acres tillable, approximately 900' of road frontage along SR71. Soils consist of Genesee silt loam and Shoals silt loam. Hunting potential on the Little Vermillion River along the south side of this parcel with a small wooded area and water present.

2021 Taxes \$5234.00 annually or \$21.02 per acre.

OWNER: William M. Hamilton Estate

AUCTION TERMS & CONDITIONS:

PROCEDURE: The Vermillion County property will be offered in 5 individual tracts, any combination of tracts, and as a total 249± acre unit.

DOWN PAYMENT: 10% down payment on the day of auction. 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 PRICE:** The successful bidder will be required to enter into a Purchase Agreement at the auction site immediately following the close of the auction. The final bid price is subject to the Seller's acceptance or rejection.

VERMILLION COUNTY TILLAGE REIMBURSEMENT: If the new buyer does not have the current tenant continue farming, he will need to be reimbursed for chisel plowing done this fall.

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 45 days after the auction.

POSSESSION: Possession is at closing.

REAL ESTATE TAXES: Seller shall pay 2022 real estate taxes due and payable in 2023. Buyer shall assume any taxes thereafter.

Buyer shall assume any ditch and drainage assessments due after closing.

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 has 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 acreages, dimensions and proposed boundaries are approximate and have been estimated based on current legal description and/or aerial photos.

SURVEY: Any need for a new survey shall be determined solely by the Seller.

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.

acres

from 18± to 73± acres

Offered in 5 Tracts

ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.

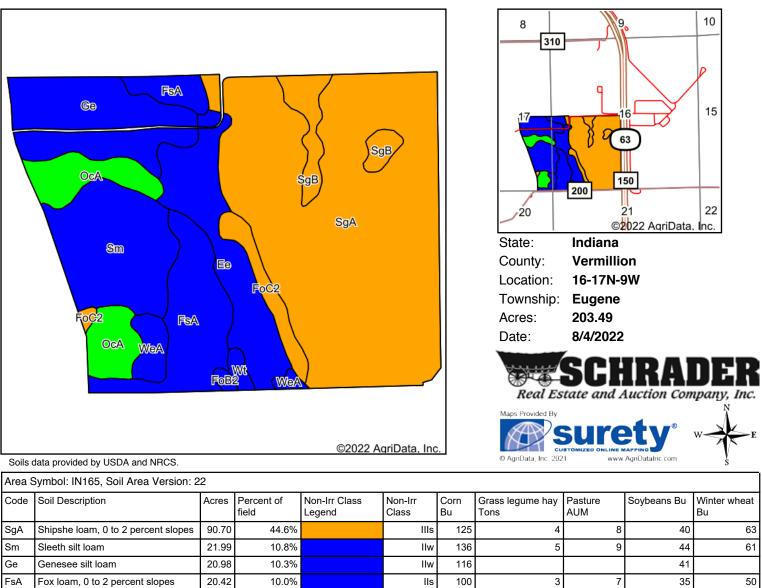




Todd Freeman - 765-414-1863 (cell) • Dean Retherford - 765-296-8475 (office)

SOILS MAPS

SOILS MAP TRACTS 1-4



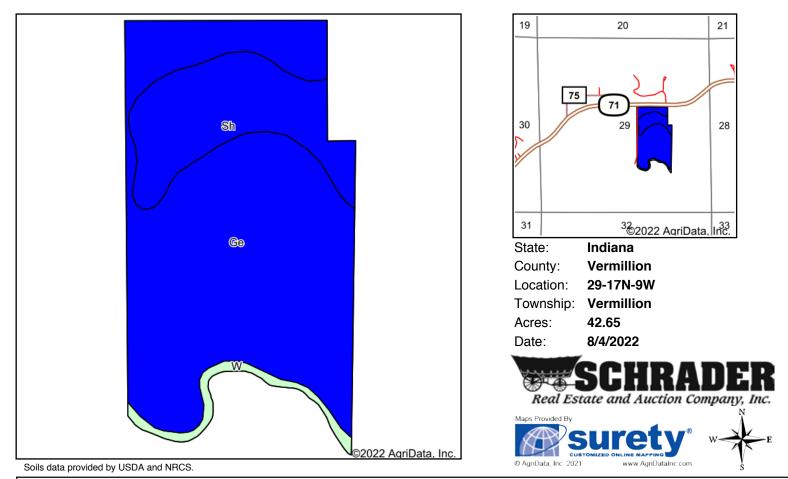
			v	Veighted Average	2.44	122	3.3	6.5	40.4	
FoB2	Fox sandy loam, 2 to 6 percent slopes, eroded	0.61	0.3%		lle	90	3	6	32	
Wt	Westland silty clay loam	1.16	0.6%		llw	175	6	12	49	
WeA	Wea silt loam, 0 to 2 percent slopes	4.07	2.0%		lls	145	5	10	47	
FoC2	Fox sandy loam, 6 to 12 percent slopes, eroded	5.28	2.6%		llle	80	3	5	28	
SgB	Shipshe loam, 2 to 6 percent slopes	6.59	3.2%		llle	125	4	8	40	
OcA	Ockley silt loam, 0 to 2 percent slopes	12.89	6.3%		Ι	135	5	9	47	
Ee	Eel silt loam	18.80	9.2%		llw	116			41	
FsA	Fox loam, 0 to 2 percent slopes	20.42	10.0%		lls	100	3	7	35	
Ge	Genesee silt loam	20.98	10.3%		llw	116			41	
Sm	Sleeth silt loam	21.99	10.8%		IIW	136	5	9	44	

49.1

Soils data provided by USDA and NRCS.



SOILS MAP TRACT 5



Area Symbol: IN165, Soil Area Version: 22 Corn Bu Code Soil Description Acres Percent of field Non-Irr Class Legend Non-Irr Class Soybeans Bu 74.7% 41 Ge Genesee silt loam 31.87 llw 116 Sh Shoals silt loam 22.2% 9.45 llw 122 39 Water W 1.33 3.1% Weighted Average * 113.7 39.3

*- Non Irr Class weighted average cannot be calculated on the current soils data due to missing data. Soils data provided by USDA and NRCS.



TOPOGRAPHY MAPS

TOPOGRAPHY MAP TRACTS 1-4



Real Estate and Auction Company, Inc.



Source: USGS 10 meter der Interval(ft): 3.0 Min: 518.3 Max: 547.2 Range: 28.9 Average: 528.0 Standard Deviation: 4.95 ft



Map Center: 39° 54' 55.81, -87° 26' 56.39

TOPOGRAPHY MAP TRACT 5







 Source:
 USGS 10 meter dem

 Interval(ft):
 3.0

 Min:
 499.8

 Max:
 514.2

 Range:
 14.4

 Average:
 506.9

 Standard Deviation:
 1.25 ft



740ft

23



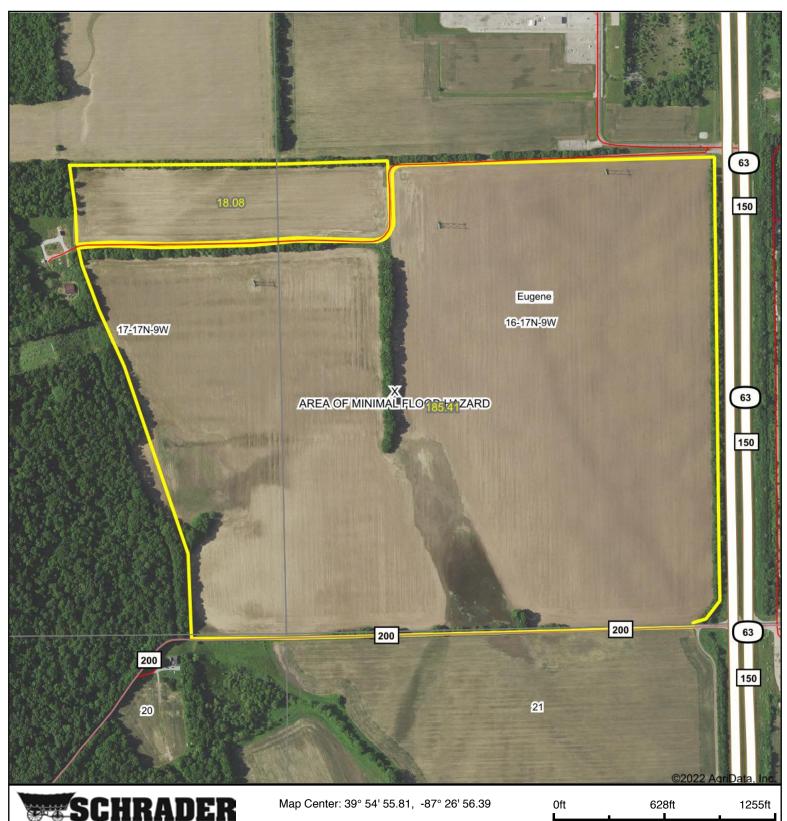
29-17N-9W Vermillion County Indiana

Map Center: 39° 53' 17.91, -87° 27' 24

370ft

FLOOD ZONE MAPS

FLOOD ZONE MAP TRACTS 1-4



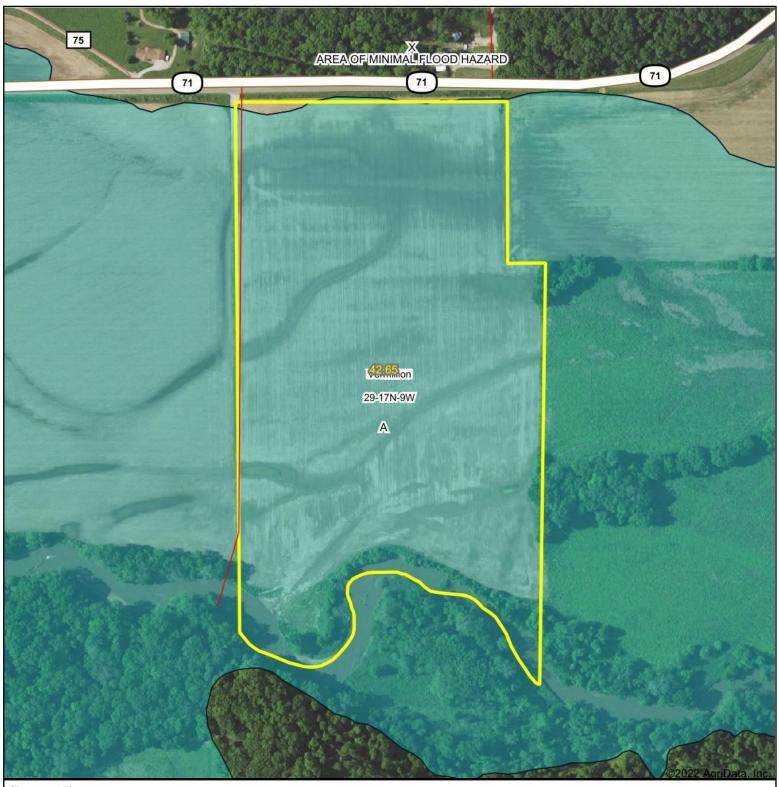
Real Estate and Auction Company, Inc.



16-17N-9W Vermillion County Indiana



FLOOD ZONE MAP **TRACT 5**





Map Center: 39° 53' 17.91, -87° 27' 24.5

384ft

Oft

767ft



29-17N-9W **Vermillion County** Indiana



related information provided by FEM



8/4/2022

FSA INFORMATION

FSA INFORMATION

ILLINOIS VERMILION



United States Department of Agriculture Farm Service Agency

FARM: 12525 Prepared : 12/8/22 2:35 PM CST

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.

:	MARK FULTZ
:	None
:	17-183-2020-4
:	None
:	Eligible
	:

Crop Year: 2023

Abbreviated 156 Farm Record

Operator Name		: MARK FULL	Z						
CRP Contract N	umber(s)	: None							
Recon ID		: 17-183-2020-	-42						
Transferred Fro	m	: None							
ARCPLC G/I/F E	ligibility	: Eligible							
				Farm Land	Data				
Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
247.93	238.46	238.46	0.00	0.00	0.00	0.00	0.00	Active	2
State Conservation	Other Conservation	Effective DCP Cropland	Double	Cropped	MPL	Acre Election	EWP	DCP Ag.Rel. Activity	Broken From Native Sod

		Crop Election Choice	
ARC Indivi	dual	ARC County	Price Loss Coverage
None		SOYBN	WHEAT, CORN

DCP Crop Data							
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP			
Wheat	7.37	0.00	63				
Corn	112.79	0.00	130				
Soybeans	107.68	0.00	40				
TOTAL	227.84	0.00					

NOTES

Treat Number	_	10004
Tract Number	÷	12234
Description	:	VERM IN HELT SEC 29 T17N R9W
FSA Physical Location	:	INDIANA/VERMILLION
ANSI Physical Location	:	INDIANA/VERMILLION
BIA Unit Range Number	:	
HEL Status	:	NHEL: No agricultural commodity planted on undetermined fields
Wetland Status	:	Wetland determinations not complete
WL Violations	:	None
Owners	:	WILLIAM MORRELL HAMILTON ESTATE
Other Producers	:	None
Recon ID	:	None

	Tract Land Data							
Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	
42.82	39.38	39.38	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	39.38	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

ILLINOIS VERMILION			nited States Depart rm Service Agenc	tment of Agricultur y	e	RM: 12525 ared: 12/8/22	2:35 PM CST
Form: FSA-156EZ		Abbrevi	Abbreviated 156 Farm Record			'ear : 2023	
Tract 12234 Contin	nued						
Corn		21	.03	0.00	1	45	
Soybeans		8	.54	0.00		49	
TOTAL		29	9.57	0.00			
			NOTES				
Tract Number	: 12417						
Description	: EUGEN	E T17N R9W SEC17,16,20)				
FSA Physical Locati	ion : INDIANA	/VERMILLION					
ANSI Physical Loca	tion : INDIANA	/VERMILLION					
BIA Unit Range Num							
HEL Status		o agricultural commodity pl		ined fields			
Wetland Status		ntains a wetland or farmed	wetland				
WL Violations	: None						
Owners		MORRELL HAMILTON ES	STATE				
Other Producers	: None						
Recon ID	: 17-183-2	020-40					
			Tract Land D	ata			
Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
205.11	199.08	199.08	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland		MPL	EWP	DCP Ag. Rel Activity	Broken From Native Sod
0.00	0.00	199.08	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	7.37	0.00	63				
Corn	91.76	0.00	126				
Soybeans	99.14	0.00	39				
TOTAL	198.27	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.

31

COUNTY PARCEL REPORTS



COUNTY PARCEL F	REPORT
TRACTS 1-4	

83 06 16 300 001 000 00E								EUGENE RURAL/	
CON-000.1 00-000-01-00-00	Hamilton, William M	m M	200 N		100, Vacant Land	and		8305001-005	11
General Information		Ownership		Transf	Transfer Of Ownership	hip		Notes	
Parcel Number	Hamilton, Willis	am M		Owner	Doc ID	Code Book/Page	Sale Price		
200	Champaign II 61821	ге Е 61821		Hamilton, William M	2018001232		\$1,069,673		
005-007-0006-00			01/01/1900	O P Dee LLC An India			\$00		
Tax ID:		000							
	PT OF THE SE	1/4 OF SEC 17 & PT							
Routing Number	OF THE SW 1/	OF THE SW 1/4 OF SEC 16 & PT N							
Property Class 100	1/2 OF NE 1/4	SEC 20							
Vacant Land				AGRICUL TURAL					
Year:		Valuation Records (wo		lues are not	ralues and are	subject to change)			
		Assessment Year		Ø	2020	2019	2018		
Location Information		Reason For Change			AA	AA	AA		
County Vermillion		As Of Date	04/18/2022		04/19/2020	03/13/2019	03/23/2018		
P			Indiana Cost Mod		ana Cost Mod	ingiana cost mog ingiana cost mog ingiana cost mog ingiana cost mog	ana Cost Mod		
EUGENE TOWNSHIP		Equalization Factor	ŗ						
District 005 (1 ccal)		Nonce veduied	000 0000	00 #170.000	\$177 EOO	401 G 200	¢161 600		
		Land Res(1)	5,000 900 900 900 900		00\$		\$ 104,000 \$00		
School Corp		Land Non Res(2)	\$208,000 \$00	000 \$179,000 *00	\$177,500 *00	\$216,300 *00	\$164,600 *00		
NORTH VERMILLION COMMUNITY		Improvement	÷				00\$		
Neighborhood 8305001-005		Imp Res(1)	÷↔	\$00 \$00	\$00	\$00	\$00		
EUĞENE RURAL		Imp Non Res(2)	69 €		\$00	\$00	\$00		
Section/Plat		Totol Totol	A 0000€	\$00 \$1400	\$177 E00	\$00 \$00	\$161 600		
		Total Res(1)	000 \$00		00\$		\$104,600 \$00	Land Computations	
Location Address		Total Non Res(2)	\$208,000	\$179,000	\$177,500	\$216,300	\$164,600		185.39
200 N		1 otal Non Res(3)	\$		\$00		\$00	Actual Frontage	
CAYUGA, IN 47928		Coil		_	\$ U	Charles Market		Developer Discount	
Zoning	Type Method	D Front	Size Factor	or Rate Rate	Value	Infl% Elig% Factor	r Value	Parcel Acreage	184.08
	4	SGA 0.87	0 87.660000	006\$	\$78,894		\$78,890		
Subdivision	4		0 7.030000	\$1,530	\$10,756 ****		\$10,760		
	4 •		0 6.640000	\$900 \$4	\$5,976 #07.004		\$5,980 #07 000		
Lot	4 ~		10.2 10000	050,1 &	\$21,001 \$1.551		\$21,60U \$1,550		
	1 4		760000	\$1 410	\$17,992		\$17,990	UIVAZ ACIES Totol A orno Eromland	
AAMH Park	. 4		0 22.040000	\$1,530	\$33,721		\$33,720	- 11	
	4		0 16.200000	\$1,155	\$18,711		\$18,710		
Characteristics	4	0	3.900000	\$1,530	\$5,967		\$5,970		
I upugi apriy	4	0	1.090000	\$1,785	\$1,946		\$1,950		
Public Utilities	4 L		0.540000	\$1,020	\$551 #1 260		\$550 5550		
	ר ע		1.4.10000	\$1 530	\$1,209 \$1 714		010\$		
Streets or Roads	9 9	22	0.250000	006\$	\$225		\$50	Homesite(s) Value	
Unpaved	9	0	0.170000	\$1.410	\$240		\$50		
Neighborhood Life Cycle Stage	82	0	0.490000	006\$	\$441		\$00	Supp. Page Land Value	
	82	0	0.070000	\$1,530	\$107		\$00	CAP 1 Value	
Printed Friday, December 2, 2022	82 Data Source	0	0.500000	\$1,155	\$578	Appraiser	\$00	CAP 2 Value	
		0 0	0.060000	\$1,785	\$107 201		\$00	CAP 3 Value	
	82	0	0.060000	\$1,020	\$61 *100		\$00	Total Value	
	82	WEA U U	0.130000	056,14	66L¢		nn¢		

COUNTY PARCEL REPORT TRACTS 1-4

									EUGENE RURAL/	
83-06-17-400-001.001-005	Hamilton, William M	Ψ	2479 N ST RD 63	RD 63	1 0	100, Vacant Land			8305001-005	11
General Information	Ň	Ownership			Transfer (Iransfer Of Ownership	!		Notes	
Parcel Number 83-06-17-400-001.001-005	Hamilton, William M	Zu	Date	Owner		Doc ID Code	Book/Page	Sale Price		
Parent Parcel Number	Champaign, IL 61821	1821	8102/11/10	Hamilton, William M		2018001233		\$1,069,673 #00		
005-007-0007-01			01/01/1900	O P Dee LLC An India		1000		00\$		
Tax ID:		lega						-		
Routing Number	PT OF THE SE 1/4	1/4 18.28AC								
Property Class 100										
Vacant Land				AGRICUL TURAL	AL					
Year:	>	Valuation Records (work		alues are not	tified value	s and are subject	to change)			
		Assessment Year	Ň	20	21	2020	2019			
County		Keason For Change	AA 04/18/2022	04/15/20	_	AA 04/19/2020 03	AA 03/13/2019			
Vermillion		lethod	Indiana Cost Mod		od Indiana	Indian	Cost Mod			
Township EUGENE TOWNSHIP		2								
District 005 (Local)		Land	\$26,000	00 \$22,300	8	\$22,200	\$27,000			
		Land Res(1)			\$00	\$00	\$00			
School Corp		Land Non Res(2)	\$00 \$00		88	\$00 \$00	\$00 \$00			
		Improvement			88	200	\$00			
Neignbornood 8305001-005 EUGENE RURAL		Imp Kes(1) Imp Non Res(2)	., .,		88	00\$	00\$			
Section/Plat		Imp Non Res(3)		e e	200 200					
		Total Res(1)	\$26,000	\$.Z.\$	300	\$22,200	\$27,000		Land Computations	
Location Address		Total Non Res(2)	\$26,000 \$00	\$22,	885	\$22,200 \$00	\$27,000 \$00		creage	18.09
2479 N ST RD 63 CAYUGA , IN 47928				Land D	0	0 0 0	000		Actual Frontage	
Zoning	Land Pricing	Soil Act	Cito Eactor		Adj	Ext Value	Res Market	onley		18.09
B	Merilon							value	77	
Subdivision	4 4		0 0.890000	Ψ.		\$19 798		\$19 800		
00000000	. 4		3.710000	÷↔		\$4,285		\$4,290		
40	. 4	0	0.510000	• •		\$780		\$780		
LOI	6	GE 0 0.0	0.040000	\$	\$1,530	\$61		\$10	91/92 Acres	
									Total Acres Framland	
									Farmland Value	
Characteristics									Measured Acreage	
Topography									Avg Farmland Value/Acre	
									Value Of Farmland	
Public Utilities									Calssified Total	
									Farm / Classified Value	
Streets or Koads Unpaved									Homesite(s) Value	
Neinthorthood I ife Cvirle Stane									91/92 Values	
NA									Supp. Page Land Value	
Printed Friday, December 2, 2022	Data Cource		Colloctor			Andraisar			CAP 2 Value	
	רפום סטעו גפ		COLLECTOL				00		CAP 3 Value	
									Total Value	
35										



General Information 83-06-29-100-003.002-011 Parent Parcel Number 011-004-0030-02 Parcel Number

Routing Number

Tax ID:

Vaca

IN W 1/2 NE 1/4 46.12 AC 29-17-9

Property Class 100

2318 Brookshire East Champaign, IL 61821-6446 Legal

\$120,000 \$00 \$00 \$212,100 Sale Price Doc ID Code Book/Page 2008/01123 Transfer Of Ownership 2018001580 2017001420 01/01/1900 DREHER, KENT J SANDR 08/16/2017 Cheesewright, John K 05/14/2008 Cheesewright, John K 09/05/2018 Hamilton, William M Owner

₹

Notes

VERMILLION RURAL/

8311001-011

100, Vacant Land

SR 71

Date

Ownership

Hamilton, William M

Hamilton, William M

Property Class 100 Vacant Land						AGF	AGRICUL TURAL	IRAL					
Year:		>	Valuation Re	ecords (w	ork in pr	ogress valı	ues are not o	certified va	uation Records (work in progress values are not certified values and are subject to change)	subject	to change)		
			Assessment Year	ent Year		2022		2021	2020		2019	2018	
Location Information			Reason For Change	or Chang	е	AA		AA	AA		AA	AA	
County			As Of Date	9	6	04/18/2022	04/15/2021	2021	04/19/2020	03	03/12/2019 0	03/23/2018	
Vermillion			Valuation Method Indiana Cost Mod	Method	Indiana (Indiana Cost	Mod India	na Cost Mod I	ndiana (Indiana Cost Mod Indiana Cost Mod Indiana Cost Mod Indiana Cost Mod	Cost Mod	
Township			Equalization Factor	on Facto	-								
VERMILLION TOWNSHIP			Notice Required	quired									
District 011 (Local)			Land			\$70,200	\$6(\$60,400	\$59,900		\$73,000	\$75,400	
			Land Res(1)	ة(1) ي		\$00	é	\$00	\$00		\$00	\$00	
School Corp			Land Non Res(2) Land Non Res(3)	n Kes(2) n Res(3)		\$/0,200	\$0(,400 \$00	\$59,900 \$00		\$73,000 \$00	\$/5,400 \$00	
NORTH VERMILLION COMMUNITY	~		Improvement	ent		\$00		\$00	\$00		\$00	\$00	
			Imp Res(1)	(1) Dec(2)		\$00		\$00	\$00		\$00	\$00 \$00	
			Imp Non Res(3)	Res(2)		200\$		\$00	00\$		\$00 \$	\$00	
Section/Plat			Total			\$70,200	\$6(\$60,400	\$59,900		\$73,000	\$75,400	
			Total Res(1)	s(1)		\$00		\$00	\$00		\$00	\$00	Land Comp
Location Address			Total Non Res(2)	n Res(2) Dec(3)		\$70,200 \$00	\$6(\$60,400 \$00	\$59,900 \$00		\$73,000 \$00	\$75,400 \$00	Calculated Acreage
SR 71				(0)0011		000		000	000		00¢	000	
CAYUGA, IN 47928							Lang Data						Developer Discount
Zoning	Land Type	Pricing Method	Boil	Front	Size	Factor	Rate	Adj Rate	Ext Value	Infl%	Elig% Factor	Value	Parcel Acreage
	4		GE	0	32.6566			\$1,530	\$49,965			\$49,960	81 Legal Drain NV
Subdivision	4		SH	0	9.6668			\$1,665	\$16,095			\$16,100	82 Public Roads NV
	4		Μ	0	0.0197			\$1,500	\$30			\$30	83 UT Towers NV
÷0	9		ЭG	0	0.6687			\$1,530	\$1,023			\$200	
FOI	9		M	0	0.0033			\$1,500	\$05			\$00	91/92 Acres
	72		ЭE	0	0.1377			\$750	\$103			\$60	Total Acres Framland
AAMH Park	72		M	0	0.0027			\$750	\$02			\$00	Farmland Value
Characteristics	82		ALB2	0	0.4544			\$1,530	\$695			\$00	Measured Acreage
Topography													Avg Farmland Value/
													Value Of Farmland
Public Utilities													Calssified Total
													Farm / Classified Valu
Streets or Roads													Homesite(s) Value
Unpaved													91/92 Values
Neighborhood Life Cycle Stage													Supp. Page Land Val
													CAP 1 Value
Printed Friday, December 2, 2022	Data Source	OULCO			Collector	tor				Appraiser	COL		CAP 2 Value
		201-00));))	2							

COUNTY PARCEL REPORT **TRACT 5**

43.16

43.61

Iputations

Total Value



7 South Spring Street Greencastle, Indiana 46135 765-653-2714 (phone) 765-653-1227 (fax) asa@cinergymetro.net (email)

SURVEYOR'S REPORT

In accordance with **Title 865 IAC 1-12** the following observations and opinions are submitted regarding the various uncertainties in the locations of the lines and corners established on this survey.

The precision and accuracy of this survey is within the specifications for a Rural Survey as defined in IAC 865.

The purpose of this survey was to monument and describe two original tracts out of real estate conveyed to O.P. DEE, LLC as described in Deed Record 164, page 515 in the Office of the Recorder of Vermillion County, Indiana.

This survey was prepared without the benefit of a thorough title search of the subject real estate and the adjoining real estate. Therefore, any facts that may be revealed in a title search will not be addressed on this survey.

The survey was based on the following; the numbers correspond to those shown on the attached plat:

- 68. Is a stone found marking the Southwest corner of the Southwest quarter of Section 17, Township 17 North, Range 9 West. The uncertainty is 0 feet.
- 67. Is a railroad spike found and accepted as the best evidence of the Northwest corner of the Northwest quarter of Section 16, Township 17 North, Range 9 West. The estimated uncertainty is 0.25 1 foot.
- 2. Is a wood post found and accepted as the best evidence of the Southwest corner of the Northwest quarter of Section 16, Township 17 North, Range 9 West. The estimated uncertainty is 0.25 1 foot.
- 1. Is a wood post found and accepted as the best evidence of the Northwest corner of the Southeast quarter of Section 17, Township 17 North, Range 9 West. The estimated uncertainty is 0.25 1 foot.
- 101. Is a mag nail set deed distance and angle of corner 2 and accepted as the best evidence of the Southeast corner of the real estate as described in Instrument Number 2012000076 in the Office of the Recorder of Vermillion County, Indiana. The estimated uncertainty is 0.25 1 foot.
- 12. Is a chain link fence post found deed distance South of corner 101 as described in Deed Record 120, page 336 in the aforesaid Recorder's Office and accepted as being on the Western Limited Access Right-of-Way Line of State Road 63. The uncertainty is 0 feet.
- Is a 5/8 inch rebar found and accepted as being on the West line of the North half of the Northeast quarter of Section 20, Township 17 North, Range 9 West. The estimated uncertainty is 0.25 – 1 foot.
- Is a brass rod found in the centerline of State Road 63 and accepted as being on the South line of Section 16, Township 17 North, Range 9 West. The estimated uncertainty is 0.25 - 1 foot.
- 100. Is a calculated corner on the Southerly extension of line 67-2 and an equal distance of line 67-2 and accepted as the best evidence of the Southwest corner of the Southwest quarter of Section 16, Township 17 North, Range 9 West. The estimated uncertainty is 0.25 1 foot.
- 111. Is a 5/8 inch rebar set on line 100-68 at an equal split from said corners and accepted as the best evidence of the Southwest corner of the Southeast quarter of Section 17, Township 17 North, Range 9 West. The estimated uncertainty is 0.25 – 1 foot.
- 19. Is a mag nail set at the intersection of line 18-111 and the centerline of the county road and accepted as the best evidence of the Southwest corner of the subject real estate. The estimated uncertainty is 0.25 1 foot.



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Re: 18-041

Jeff Michalic

- 40. Is a 5/8 inch rebar set on line 1-2 in a location specified by the client. The estimated uncertainty is 0.25 1 foot.
- 118. Is a 5/8 inch rebar set on line 2-101 in a location specified by the client. The estimated uncertainty is 0.25 1 foot.
- 15. Is a mag nail set in a location specified by the client and in the centerline of the county road. The uncertainty is 0 feet.
- 38. Is a wood post found and accepted as a new property corner as specified by the client. The uncertainty is 0 feet.
- 107. Is a calculated corner deed distance South of corner 101 and being on line 13-100 and accepted as the best evidence of a property corner of a 8.565 acre tract as described in Deed Record 120, page 336 in the aforesaid Recorder's Office. The estimated uncertainty is 0.25 1 foot.
- 102, 104, 105 and 106. Are calculated corners as described in the aforesaid 8.565 acre description and accepted as being on the Limited Access Right-of-Way Line of State Road 63. These corners work well with the existing fence line. The uncertainty is 0 feet.
- 139. Is a 5/8 inch rebar set on line 101-102 in a location specified by the client. The estimated uncertainty is 0.25 1 foot.

The remaining corners are set in locations specified by the client. The uncertainty is 0 feet.

- In regard to monuments, in many cases the original section corners were not perpetuated or have been obliterated with time and therefore existing topographic features and monuments of modern origin provide the only evidence of the corner's most probable and/or accepted position. In the absence of creditable physical and/or record evidence proportional measurements have been used to establish the points of division of the section.
- Section corners found or established by topographic features, monuments of modern origin or proportional measurements will be labeled as local corners on the plat and are subject to undiscovered evidence regarding the true location of said corners. The uncertainty, which surrounds a local corner, is inherently passed to any parcel corner dependent upon the position of the section corner. The uncertainty of a local corner is not readily determinable or unknown and therefore will not be addressed in this report.
- The inconsistencies in lines of occupation are in general and not intended to be specific for every point along the line. Therefore, portions of the occupation line may vary from the surveyed line by a distance plus or minus the distance cited in this report.

As a result of the above observations it is my opinion that the uncertainties in the locations of the lines and corners established on this survey are as follows:

Due to variances in reference monuments: See above.

Due to discrepancies in the record description: None Found.

Due to inconsistencies in lines of occupation: None Found.

Current Owner: O.P. DEE, LLC Deed Record 164, page 515

Date: June 21, 2018

Field work was completed: June 21, 2018

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.

Prepared By: Gregory D. Williams, P.S.

Jeff Michalic



West Tract

I, the undersigned, a duly licensed Professional Surveyor in the State of Indiana hereby certify that to the best of my knowledge and belief the attached plat and the following legal description accurately represent a survey performed wholly under my direction according to survey requirements contained in Title 865 IAC 1-12 this 21st day of June, 2018.

Situate in the State of Indiana, County of Vermillion and being a part of the Southeast quarter of Section 17, and part of North half of the Northeast quarter of Section 20, Township 17 North, Range 9 West of the Second Principal Meridian, more particularly described to-wit:

Beginning at a wood post marking the Northwest corner of the Southeast quarter of Section 17, Township 17 North, Range 9 West; thence North 89 degrees 24 minutes 18 seconds East 1431.40 feet (basis of bearings is Indiana State Plane Coordinate System, North American Datum of 1983) with the North line of said Southeast quarter to a 5/8 inch rebar; thence South 07 degrees 50 minutes 23 seconds East 253.84 feet to a 5/8 inch rebar; thence South 03 degrees 08 minutes 50 seconds East 204.53 feet to a 5/8 inch rebar; thence North 77 degrees 12 minutes 25 seconds East 42.90 feet to a 5/8 inch rebar; thence North 86 degrees 08 minutes 23 seconds East 140.03 feet to a 5/8 inch rebar; thence South 89 degrees 16 minutes 26 seconds East 385.76 feet to a 5/8 inch rebar; thence North 88 degrees 31 minutes 15 seconds East 359.82 feet to a 5/8 inch rebar; thence North 85 degrees 55 minutes 20 seconds East 329.99 feet to a 5/8 inch rebar; thence South 88 degrees 56 minutes 50 seconds East 440.29 feet to a 5/8 inch rebar; thence Northeasterly 158.65 feet on a curve to the left having a radius of 101.00 feet and subtended by a long chord bearing North 46 degrees 02 minutes 50 seconds East a distance of 142.84 feet to a 5/8 inch rebar; thence North 02 degrees 12 minutes 23 seconds West 351.11 feet to a 5/8 inch rebar on the North line of Southwest quarter of Section 16, Township 17 North, Range 9 West; thence North 88 degrees 06 minutes 50 seconds East 1840.02 feet with said North line to a mag nail on the Western Limited Access Right-of-Way Line of State Road 63; thence South 00 degrees 41 minutes 56 seconds East 40.01 feet with said right-of-way line to a 5/8 inch rebar; thence South 88 degrees 06 minutes 50 seconds West 1767.50 feet to a 5/8 inch rebar; thence Southwesterly 69.18 feet on a curve to the left having a radius of 46.00 feet and subtended by a long chord bearing South 44 degrees 02 minutes 42 seconds West a distance of 62.84 feet to a 5/8 inch rebar; thence South 00 degrees 54 minutes 14 seconds East 268.46 feet to a 5/8 inch rebar; thence Southwesterly 190.07 feet on a curve to the right having a radius of 121.00 feet and subtended by a long chord bearing South 46 degrees 02 minutes 50 seconds West a distance of 171.12 feet to a 5/8 inch rebar; thence North 88 degrees 56 minutes 50 seconds West 439.39 feet to a 5/8 inch rebar; thence South 85 degrees 55 minutes 20 seconds West 329.56 feet to a 5/8 inch rebar; thence South 88 degrees 31 minutes 15 seconds West 360.66 feet to a 5/8 inch rebar; thence North 89 degrees 16 minutes 26 seconds West 385.34 feet to a 5/8 inch rebar; thence South 86 degrees 08 minutes 23 seconds West 137.66 feet to a 5/8 inch rebar; thence South 77 degrees 12 minutes 25 seconds West 42.85 feet to a 5/8 inch rebar; thence South 13 degrees 52 minutes 36 seconds East 115.39 feet to a wood post; thence South 22 degrees 12 minutes 25 seconds East 264.72 feet to a 5/8 inch rebar; thence South 22 degrees 59 minutes 38 seconds East 357.21 feet to a 5/8 inch rebar; thence South 17 degrees 29 minutes 34 seconds East 1124.98 feet to a 5/8 inch rebar; thence South 08 degrees 41 minutes 10 seconds East 463.51 feet to a mag nail in the centerline of the county road; thence with said centerline South 88 degrees 44 minutes 44 seconds West 74.72 feet; thence Southwesterly 205.50 feet on a curve to the left having a radius of 200.00 feet and subtended by a long chord bearing South 56 degrees 07 minutes 58 seconds West a distance of 196.58 feet; thence Southwesterly 435.80 feet on a curve to the right having a radius of 4754.48 feet and subtended by a long chord bearing South 36 degrees 27 minutes 41 seconds West a distance of 435.65 feet; thence South 41 degrees 47 minutes 34 seconds West 744.05 feet; thence South 72 degrees 05 minutes 03 seconds West 241.65 feet; thence South 76 degrees 55 minutes 17 seconds West 458.04 feet; thence Southwesterly 187.42 feet on a curve to the left having a radius of 1141.26 feet and subtended by a long chord bearing South 73 degrees 09 minutes 27 seconds West a distance of 187.21 feet; thence South 67 degrees 37 minutes 31 seconds West 77.45 feet; thence Southwesterly 189.77 feet on a curve to the right having a radius of 1035.44 feet and subtended by a long chord bearing South 67 degrees 38 minutes 55 seconds West a distance of 189.50 feet to a mag nail on the West line of the North half of the Northeast quarter of Section 20, Township 17 North, Range 9 West; thence leaving



Re: 18-041

said centerline North 00 degrees 46 minutes 31 seconds West 1343.06 feet with said West line to a 5/8 inch rebar marking the Southwest corner of the aforesaid Southeast quarter of Section 17; thence North 00 degrees 54 minutes 27 seconds West 2685.19 feet with the West line of said Southeast quarter to the point of beginning, containing 152.11 acres, more or less.

Subject to an ingress and egress easement on and over the following described real estate, more particularly described to-wit:

Commencing at a wood post marking the Northwest corner of the Southeast quarter of Section 17, Township 17 North, Range 9 West; thence North 89 degrees 24 minutes 18 seconds East 1431.40 feet (basis of bearings is Indiana State Plane Coordinate System, North American Datum of 1983) with the North line of said Southeast quarter to a 5/8 inch rebar; thence South 07 degrees 50 minutes 23 seconds East 253.84 feet to a 5/8 inch rebar; thence South 03 degrees 08 minutes 50 seconds East 204.53 feet to a 5/8 inch rebar and the true point of beginning of the ingress and egress easement; thence North 77 degrees 12 minutes 25 seconds East 42.90 feet to a 5/8 inch rebar; thence North 86 degrees 08 minutes 23 seconds East 140.03 feet to a 5/8 inch rebar; thence South 89 degrees 16 minutes 26 seconds East 385.76 feet to a 5/8 inch rebar; thence North 88 degrees 31 minutes 15 seconds East 359.82 feet to a 5/8 inch rebar; thence North 85 degrees 55 minutes 20 seconds East 329.99 feet to a 5/8 inch rebar; thence South 88 degrees 56 minutes 50 seconds East 440.29 feet to a 5/8 inch rebar; thence Northeasterly 158.65 feet on a curve to the left having a radius of 101.00 feet and subtended by a long chord bearing North 46 degrees 02 minutes 50 seconds East a distance of 142.84 feet to a 5/8 inch rebar; thence North 02 degrees 12 minutes 23 seconds West 351.11 feet to a 5/8 inch rebar on the North line of Southwest quarter of Section 16, Township 17 North, Range 9 West; thence North 88 degrees 06 minutes 50 seconds East 1840.02 feet with said North line to a mag nail on the Western Limited Access Right-of-Way Line of State Road 63; thence South 00 degrees 41 minutes 56 seconds East 40.01 feet with said right-of-way line to a 5/8 inch rebar; thence South 88 degrees 06 minutes 50 seconds West 1767.50 feet to a 5/8 inch rebar; thence Southwesterly 69.18 feet on a curve to the left having a radius of 46.00 feet and subtended by a long chord bearing South 44 degrees 02 minutes 42 seconds West a distance of 62.84 feet to a 5/8 inch rebar; thence South 00 degrees 54 minutes 14 seconds East 268.46 feet to a 5/8 inch rebar; thence Southwesterly 190.07 feet on a curve to the right having a radius of 121.00 feet and subtended by a long chord bearing South 46 degrees 02 minutes 50 seconds West a distance of 171.12 feet to a 5/8 inch rebar; thence North 88 degrees 56 minutes 50 seconds West 439.39 feet to a 5/8 inch rebar; thence South 85 degrees 55 minutes 20 seconds West 329.56 feet to a 5/8 inch rebar; thence South 88 degrees 31 minutes 15 seconds West 360.66 feet to a 5/8 inch rebar; thence North 89 degrees 16 minutes 26 seconds West 385.34 feet to a 5/8 inch rebar; thence South 86 degrees 08 minutes 23 seconds West 137.66 feet to a 5/8 inch rebar; thence South 77 degrees 12 minutes 25 seconds West 42.85 feet to a 5/8 inch rebar; thence North 13 degrees 52 minutes 36 seconds West 10.00 feet; thence North 03 degrees 08 minutes 50 seconds West 10.14 feet to the point of beginning.

Subject to all rights-of-way and pertinent easements of record.

Certified this 21st day of June, 2018.

Gregory D. Williams, Professional Surveyor #20100071 ASA Land Surveying



East Tract (A)

I, the undersigned, a duly licensed Professional Surveyor in the State of Indiana hereby certify that to the best of my knowledge and belief the attached plat and the following legal description accurately represent a survey performed wholly under my direction according to survey requirements contained in Title 865 IAC 1-12 this 21st day of June, 2018.

Situate in the State of Indiana, County of Vermillion and being a part of the Southeast quarter of Section 17, and part of Southwest quarter of Section 16, Township 17 North, Range 9 West of the Second Principal Meridian, more particularly described to-wit:

Commencing at a wood post marking the Northwest corner of the Southeast quarter of Section 17, Township 17 North, Range 9 West; thence North 89 degrees 24 minutes 18 seconds East 1431.40 feet (basis of bearings is Indiana State Plane Coordinate System, North American Datum of 1983) with the North line of said Southeast quarter to a 5/8 inch rebar and the true point of beginning of the real estate herein described; thence North 89 degrees 24 minutes 18 seconds East 1211.14 feet with said North line to a wood post marking the Northwest corner of the Southwest quarter of Section 16, Township 17 North, Range 9 West; thence North 88 degrees 06 minutes 50 seconds East 620.47 feet with the North line of said Southwest quarter to a 5/8 inch rebar; thence South 02 degrees 12 minutes 23 seconds East 351.11 feet to a 5/8 inch rebar; thence Southwesterly 158.65 feet on a curve to the left having a radius of 101.00 feet and subtended by a long chord bearing South 46 degrees 02 minutes 50 seconds West a distance of 142.84 feet; thence North 88 degrees 56 minutes 50 seconds West 440.29 feet to a 5/8 inch rebar; thence South 85 degrees 55 minutes 20 seconds West 329.99 feet to a 5/8 inch rebar; thence South 88 degrees 31 minutes 15 seconds West 359.82 feet to a 5/8 inch rebar; thence North 89 degrees 16 minutes 26 seconds West 385.76 feet to a 5/8 inch rebar; thence South 86 degrees 08 minutes 23 seconds West 140.03 feet to a 5/8 inch rebar; thence South 77 degrees 12 minutes 25 seconds West 42.90 feet to a 5/8 inch rebar; thence North 03 degrees 08 minutes 50 seconds West 204.53 feet to a 5/8 inch rebar; thence North 07 degrees 50 minutes 23 seconds West feet 253.84 feet to the point of beginning, containing 18.28 acres, more or less.

Also East Tract (B)

Situate in the State of Indiana, County of Vermillion and being a part of the Southeast quarter of Section 17, part of Southwest quarter of Section 16, and part of North half of the Northeast quarter of Section 20, Township 17 North, Range 9 West of the Second Principal Meridian, more particularly described to-wit:

Commencing at a wood post marking the Northwest corner of the Southeast quarter of Section 17, Township 17 North, Range 9 West; thence North 89 degrees 24 minutes 18 seconds East 1431.40 feet (basis of bearings is Indiana State Plane Coordinate System, North American Datum of 1983) with the North line of said Southeast quarter to a 5/8 inch rebar; thence South 07 degrees 50 minutes 23 seconds East 253.84 feet to a 5/8 inch rebar; thence South 03 degrees 08 minutes 50 seconds East 214.67 feet; thence South 13 degrees 52 minutes 36 seconds West 10.00 feet to a 5/8 inch rebar and the true point of beginning of the real estate herein described; thence North 77 degrees 12 minutes 25 seconds East 42.85 feet to a 5/8 inch rebar; thence North 86 degrees 08 minutes 23 seconds East 137.66 feet to a 5/8 inch rebar; thence South 89 degrees 16 minutes 26 seconds East 385.34 feet to a 5/8 inch rebar; thence North 88 degrees 31 minutes 15 seconds East 360.66 feet to a 5/8 inch rebar; thence North 85 degrees 55 minutes 20 seconds East 329.56 feet to a 5/8 inch rebar; thence South 88 degrees 56 minutes 50 seconds East 439.39 feet to a 5/8 inch rebar; thence Northeasterly 190.07 feet on a curve to the left having a radius of 121.00 feet and subtended by a long chord bearing North 46 degrees 02 minutes 50 seconds East a distance of 171.12 feet to a 5/8 inch rebar; thence North 00 degrees 54 minutes 14 seconds West 268.46 feet to a 5/8 inch rebar; thence Northeasterly 69.18 feet on a curve to the right having a radius of 46.00 feet and subtended by a long chord bearing North 44 degrees 02 minutes 42 seconds East a distance of 62.84 feet to a 5/8 inch rebar; thence North 88 degrees 06 minutes 50 seconds East 1767.50 feet to a 5/8 inch rebar on the Western Limited Access Right-of-Way Line of State Road 63; thence with said right-of-way line South 00 degrees 41 minutes 56 seconds East 2169.59 feet; thence Southerly 369.44 feet on a curve to the left having a radius of 98,366.34 feet and subtended by a long chord bearing South 00 degrees 48 minutes 23 seconds



Re: 18-041

Jeff Michalic

East a distance of 369.44 feet; thence South 37 degrees 39 minutes 50 seconds West 128.21 feet; thence South 73 degrees 33 minutes 45 seconds West 77.82 feet to the North right-of-way line of County Road 200 North, thence leaving said Westerly right-of-way line North 88 degrees 53 minutes 04 seconds East 190.00 feet with said North right-of-way line; thence South 01 degree 06 minutes 56 seconds East 11.10 feet to the South line Southwest quarter of Section 16, Township 17 North, Range 9 West; thence South 88 degrees 30 minutes 14 seconds West 2488.77 feet with said South line to the Southwest corner thereof; thence South 88 degrees 45 minutes 33 seconds West 527.86 feet with the centerline of said county road to a mag nail; thence North 08 degrees 41 minutes 10 seconds West 463.51 feet to a 5/8 inch rebar; thence North 22 degrees 59 minutes 38 seconds West 357.21 feet to a 5/8 inch rebar; thence North 22 degrees 12 minutes 25 seconds West 264.72 feet to a wood post; thence North 13 degrees 52 minutes 36 seconds West 115.39 feet to the point of beginning, containing 185.25 acres, more or less.

Also the right of ingress and egress on and over the following described real estate, more particularly described to-wit:

Commencing at a wood post marking the Northwest corner of the Southeast guarter of Section 17, Township 17 North, Range 9 West; thence North 89 degrees 24 minutes 18 seconds East 1431.40 feet (basis of bearings is Indiana State Plane Coordinate System, North American Datum of 1983) with the North line of said Southeast quarter to a 5/8 inch rebar; thence South 07 degrees 50 minutes 23 seconds East 253.84 feet to a 5/8 inch rebar; thence South 03 degrees 08 minutes 50 seconds East 204.53 feet to a 5/8 inch rebar and the true point of beginning of the ingress and egress easement; thence North 77 degrees 12 minutes 25 seconds East 42.90 feet to a 5/8 inch rebar; thence North 86 degrees 08 minutes 23 seconds East 140.03 feet to a 5/8 inch rebar; thence South 89 degrees 16 minutes 26 seconds East 385.76 feet to a 5/8 inch rebar; thence North 88 degrees 31 minutes 15 seconds East 359.82 feet to a 5/8 inch rebar; thence North 85 degrees 55 minutes 20 seconds East 329.99 feet to a 5/8 inch rebar; thence South 88 degrees 56 minutes 50 seconds East 440.29 feet to a 5/8 inch rebar; thence Northeasterly 158.65 feet on a curve to the left having a radius of 101.00 feet and subtended by a long chord bearing North 46 degrees 02 minutes 50 seconds East a distance of 142.84 feet to a 5/8 inch rebar; thence North 02 degrees 12 minutes 23 seconds West 351.11 feet to a 5/8 inch rebar on the North line of Southwest quarter of Section 16, Township 17 North, Range 9 West; thence North 88 degrees 06 minutes 50 seconds East 1840.02 feet with said North line to a mag nail on the Western Limited Access Right-of-Way Line of State Road 63; thence South 00 degrees 41 minutes 56 seconds East 40.01 feet with said right-of-way line to a 5/8 inch rebar; thence South 88 degrees 06 minutes 50 seconds West 1767.50 feet to a 5/8 inch rebar; thence Southwesterly 69.18 feet on a curve to the left having a radius of 46.00 feet and subtended by a long chord bearing South 44 degrees 02 minutes 42 seconds West a distance of 62.84 feet to a 5/8 inch rebar; thence South 00 degrees 54 minutes 14 seconds East 268.46 feet to a 5/8 inch rebar; thence Southwesterly 190.07 feet on a curve to the right having a radius of 121.00 feet and subtended by a long chord bearing South 46 degrees 02 minutes 50 seconds West a distance of 171.12 feet to a 5/8 inch rebar; thence North 88 degrees 56 minutes 50 seconds West 439.39 feet to a 5/8 inch rebar; thence South 85 degrees 55 minutes 20 seconds West 329.56 feet to a 5/8 inch rebar; thence South 88 degrees 31 minutes 15 seconds West 360.66 feet to a 5/8 inch rebar; thence North 89 degrees 16 minutes 26 seconds West 385.34 feet to a 5/8 inch rebar; thence South 86 degrees 08 minutes 23 seconds West 137.66 feet to a 5/8 inch rebar; thence South 77 degrees 12 minutes 25 seconds West 42.85 feet to a 5/8 inch rebar; thence North 13 degrees 52 minutes 36 seconds West 10.00 feet; thence North 03 degrees 08 minutes 50 seconds West 10.14 feet to the point of beginning.

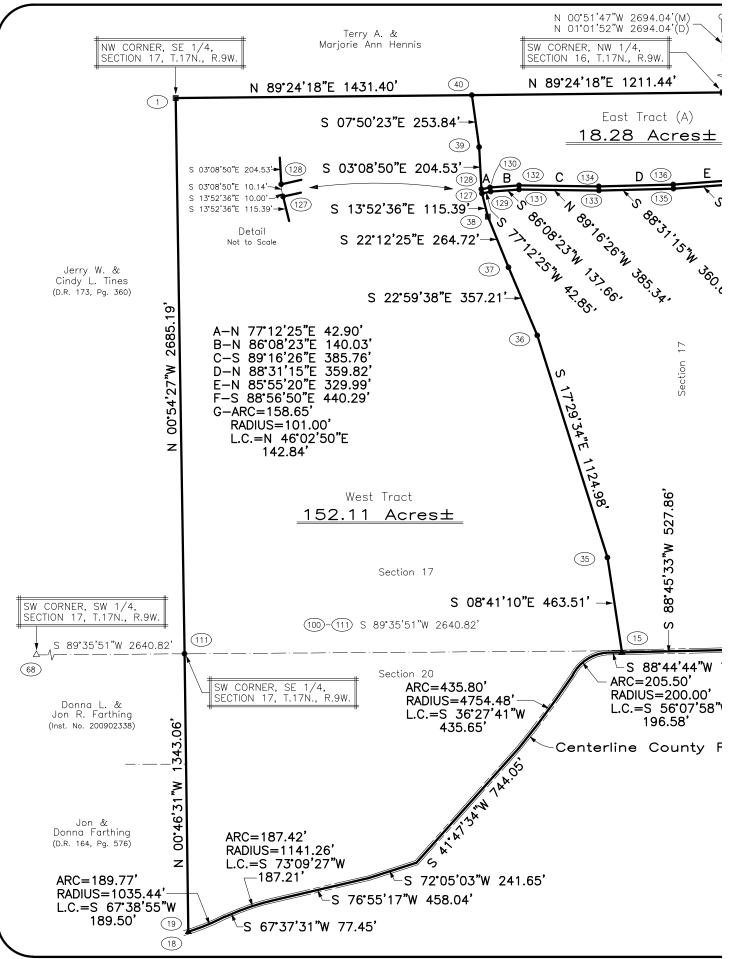
Subject to all rights-of-way and pertinent easements of record.

Certified this 21st day of June, 2018.



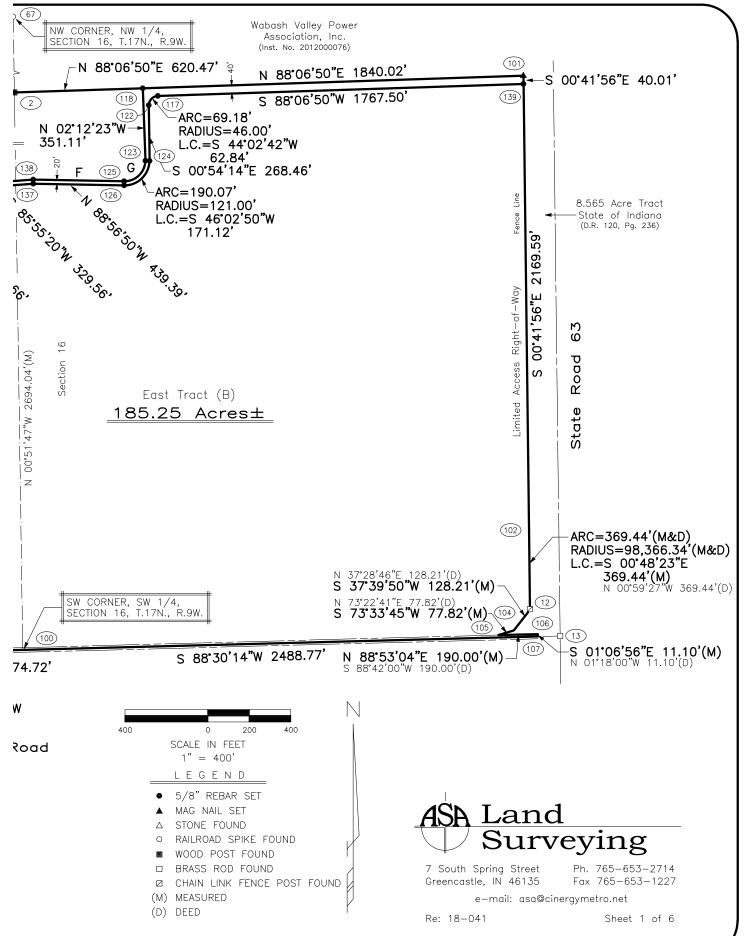
Gregory D. Williams, Professional Surveyor #20100071 ASA Land Surveying





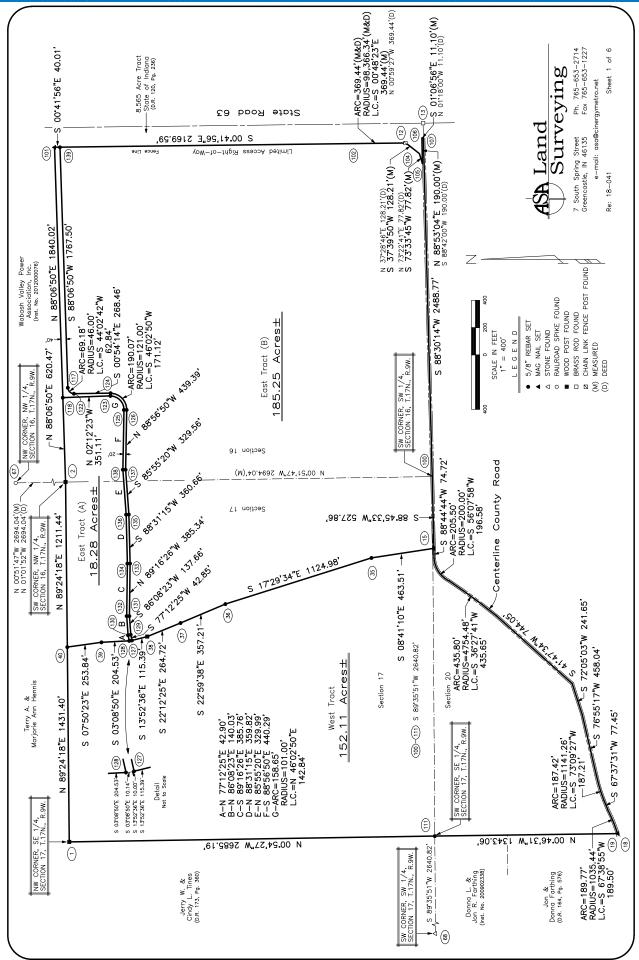








SURVEY TRACTS 1-4







COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE

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*, a(n) 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 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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance. 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 counter-signature by the Company or its issuing agent that may be in electronic form.

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- (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.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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COMMITMENT FOR TITLE INSURANCE

Issued By FIDELITY NATIONAL TITLE INSURANCE

Transaction Identification Data for reference only:

Issuing Agent:Abstract & Title of Parke Co., Inc.Issuing Office:118 S. Market Street, Rockville, IN 47872Issuing Office's ALTA® Registry ID:Commitment No.:Commitment No.:R22-12009CIssuing Office File No.:R22-12009CProperty Address:Vacant Land, Cayuga, IN 47928

SCHEDULE A

- 1. Commitment Date: December 12, 2022 at 08:00 AM
- 2. Policy to be issued:
 - ALTA Owners Policy (06/17/06)
 Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner Proposed Policy Amount: \$100,000.00
- 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:

Heirs-at-Law or Devisees of William M. Hamilton

5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

Abstract & Title of Parke Co., Inc. Issued at Rockville, IN 47872

By: ______ Authorized Officer or Agent ms

Fidelity National Title Insurance Company

ATTEST: Mayou Kenny

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COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE

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.

Personal Representative's Deed from Angela Rene Stoerger Loren Todd Hamilton, Personal Representative(s) of the Estate of William Morrell Hamilton, under Cause Number 83C01-2208-EU-000024 to Purchaser with contractual rights under a purchase agreement with the vested owner.

- 5. 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.
- 6. Evidence of record that William Morrell Hamilton is one and the same as William M. Hamilton.
- 7. Effective July 1, 1993, buyers and sellers of real estate must complete a typed Disclosure of Sales Information form prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5. The disclosure form is not recorded but rather is filed with the Auditor's office. The disclosure form must be filed before the deed can be recorded.
- 8. Pursuant to I.C.36-2-11-15, all documents to be recorded must contain the required affirmation statement to be accepted for recording.
- 9. We must be furnished a certificate(s) from the town or company supplying water and/or sewer utilities certifying that there are no unpaid charges affecting the insured real estate.

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SCHEDULE B (Continued)

- 10. We require that the conveyance from the personal representative of William Morrell Hamilton, deceased, recite that it is being executed by virtue of his power under Indiana Law.
- 11. Evidence that any Federal Estate Tax in the matter of the Estate of William Morrell Hamilton is either not due or shall be paid.
- 12. Vendor's Affidavit.
- 13. Proof of identification will be required at settlement.
- 14. If the Company provides settlement services for the contemplated transaction, IC 27-7-3-22 requires that each party to the transaction obtain a Closing Protection Letter at a cost filed with the Indiana Department of Insurance.
- 15. Section I.C. 27-7-3.6 requires the collection of a \$5 fee from the purchaser of each title policy issued in conjunction with a closing occurring on or after July 1, 2006.

NOTE: I.C. 27-7-3-7 requires funds deposited into an escrow account of a closing agent in amounts of \$10,000 or more to be in the form of wired funds. Funds in amounts less than \$10,000 may be deposited in the form of cash, wired funds cashier's check, check on the account of another closing agent, or check drawn on account of a licensed real estate broker. Personal check in excess of \$500.00 will not be accepted.

NOTE: Judgment search has been made against William Morrell Hamilton a/k/a William M. Hamilton for ten years last past. (FIND NONE).

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SCHEDULE B

(Continued)

SCHEDULE B, PART II Exceptions

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

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

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I Requirements are met.
- 2. Rights or claims of parties in possession not shown by the public records.
- 3. 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.
- 4. Easements or claims of easements, not shown by the public records.
- 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 record.
- 7. Taxes for 2021 due and payable in 2022, plus any penalties and interest which may accrue, and all taxes thereafter

Assessed in Eugene Township Key No 005-007-0006-00 (Parcel 1) State No 83-06-16-300-001.000-005 Land \$179,000.00; Improvements \$0.00; Exemption \$0 2021 installment due in May 2022 in the amount of \$1,790.00 PAID 2021 installment due in November 2022 in the amount of \$1,790.00 PAID NOTE: No guaranty or other assurance is made as to the accuracy of the property tax information contained herein. NOTE: The permanent key numbers are provided for information only. The Company neither guarantees nor insures the accuracy or completeness thereof. You are advised that you should not rely upon these numbers and should independently verify the accuracy thereof. NOTE: If the November 2022 tax installment is indicated as unpaid, it may be due to November installment payments not yet having been posted by the Treasurer's office. The Company will confirm the status of the November installment prior to closing.

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SCHEDULE B

(Continued)

8. Taxes for 2021 due and payable in 2022, plus any penalties and interest which may accrue, and all taxes thereafter

(Parcel 2)

Assessed in Eugene Township

Key No 005-007-0007-01

State No 83-06-17-400-001.001-005

Land \$22,300.00; Improvements \$0.00; Exemption \$0

2021 installment due in May 2022 in the amount of \$223.00 PAID

2021 installment due in November 2022 in the amount of \$223.00 PAID

NOTE: No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

NOTE: The permanent key numbers are provided for information only. The Company neither guarantees nor insures the accuracy or completeness thereof. You are advised that you should not rely upon these numbers and should independently verify the accuracy thereof.

NOTE: If the November 2022 tax installment is indicated as unpaid, it may be due to November installment payments not yet having been posted by the Treasurer's office. The Company will confirm the status of the November installment prior to closing.

9. Taxes for 2021 due and payable in 2022, plus any penalties and interest which may accrue, and all taxes thereafter

Assessed in Vermillion Township Key No 011-004-0030-00 (Parcel 3)

State No 83-06-29-100-003.002-011

Land \$60,400.00; Improvements \$0.00; Exemption \$0

2021 installment due in May 2022 in the amount of \$604.00 PAID

2021 installment due in November 2022 in the amount of \$604.00 PAID

NOTE: No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

NOTE: The permanent key numbers are provided for information only. The Company neither guarantees nor insures the accuracy or completeness thereof. You are advised that you should not rely upon these numbers and should independently verify the accuracy thereof.

NOTE: If the November 2022 tax installment is indicated as unpaid, it may be due to November installment payments not yet having been posted by the Treasurer's office. The Company will confirm the status of the November installment prior to closing.

- 10. Vermillion County Drainage System and any assessments thereto. (OWNERS POLICY ONLY)
- 11. Assessments for water and/or sewer utilities. (OWNERS POLICY ONLY)
- 12. Any judgments, warrants or liens against the insured owner. (Owners Policy Only)
- 13. This policy does not insure the accuracy of the quantity of land appearing on the legal description as shown on commitment.
- 14. Taxes and assessments which are not yet due and payable.

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SCHEDULE B

(Continued)

- 15. Rights of the public, State of Indiana, County and Municipality in and to that part of the premises taken or used for road purposes.
- 16. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
- 17. Possible easement for any legal drains and/or ditches and incidental rights affecting the subject real estate.
- 18. Telephone Easement, granted to Indiana Bell Telephone Company Incorporated from Mary D. Cox, Formerly Mary Florence Davis, recorded on June 18, 1970 as Book 45 Page 506 in the Office of the Recorder of Vermillion County, Indiana. (Parcel 1 & 2)
- 19. Permanent Extinguishment of all Rights and Easements of Ingress and Egress to limited access facility known as SR 63, granted to The State of Indiana from Mary Florence Cox and Benjamin C. Cox, her husband, both adults and George Hennis and Geraldine Hennis, adults, husband and wife, with 'Tenants Interest Only', recorded on March 1, 1974 as Book 120 Page 236 in the Office of the Recorder of Vermillion County, Indiana. (Parcel 1 & 2)
- 20. Utility Easement as referenced on a Deed into Trust, granted to Merchants National Bank of Terre Haute, as Trustee, however, under Trust Agreement dated the 23rd of December, 1981 from Mary Florence Cox, recorded on December 29, 1981 as Book 136 Page 158 in the Office of the Recorder of Vermillion County, Indiana. (Parcels 1 & 2)
- 21. Gas Line Easement, granted to Indiana Gas Company, Inc., an Indiana corporation from O.P. Dee, LLC, an Indiana limited liability company, recorded on January 18, 2000 as Instrument No. 200000154 in the Office of the Recorder of Vermillion County, Indiana. (Parcels 1 & 2)
- 22. Gas Line Easement, granted to Texas Eastern Transmission Corporation from O.P. Dee, LLC, an Indiana limited liability company, recorded on March 6, 2000 as Instrument No. 200000524 in the Office of the Recorder of Vermillion County, Indiana. (Parcel 1 & 2)
- 23. Non-Exclusive Ingress Egress easement as disclosed on a Warranty Deed, granted to William M. Hamilton from O.P. Dee, LLC, an Indiana limited liability company, recorded on July 18, 2018 as Instrument No. 2018001232 in the Office of the Recorder of Vermillion County, Indiana. (Parcels 1 & 2)
- 24. Survey recorded July 18, 2018 as Instrument No. 2018001231 in the Office of the Recorder of Vermillion County, Indiana. (Parcels 1 & 2)
- 25. Non-Exclusive Ingress Egress Easement as disclosed on a Warranty Deed, granted to Zachary Clow and Emily Clow, husband and wife from O.P. Dee, LLC, recorded on July 18, 2018 as Instrument No. 2018001233 in the Office of the Recorder of Vermillion County, Indiana. (Parcels 1 & 2)
- 26. Right-of-Way, granted to The State of Indiana from Elmer Noggle and Rozella Noggle, recorded on January 23, 1941 as Book 27 Page 259 in the Office of the Recorder of Vermillion County, Indiana. (Parcel 3)

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SCHEDULE B (Continued)

- 27. Electric Underground Line Easement, granted to Public Service Company of Indiana, Inc from Herman E. Dreher and Patricia A. Dreher also known as Patricia Dreher, recorded on January 12, 1984 as Book 139 Page 90 in the Office of the Recorder of Vermillion County, Indiana. (Parcel 3)
- 28. Survey recorded April 29, 2008 as Instrument No. 200800989 in the Office of the Recorder of Vermillion County, Indiana. (Parcel 3)
- 29. Any right, interest or claim that may exist or arise or be asserted against the Title under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar statute. (This item will be removed upon receipt of an Affidavit and Indemnity acceptable to the Company.)
- 30. Riparian rights are neither guaranteed nor insured; riparian or littoral rights of others in and to the ditch, stream, or other body of water on, or through, the insured real estate described herein.
- 31. The Company may make additional requirements or exceptions upon its ascertaining further details of the transaction or its review of the documents creating the interest to be insured.

CHAIN OF TITLE: Parcels 1 & 2: Warranty Deed from O.P. Dee, LLC, an Indiana limited liability company to William M. Hamilton, recorded July 18, 2018, as Instrument No. 2018001232 in the office of the Recorder of Vermillion County, Indiana.

Parcel 3:

Trustees Deed from John Kelly Cheesewright, as Trustee of the Kelly Cheesewright Trust under a Trust Agreement dated April 3, 2009 and Sherry A Cheesewright, as Trustee under the Sherry Cheesewright Trust dated April 3, 2009 to William M. Hamilton, recorded September 6, 2018, as Instrument No. 2018001580 in the office of the Recorder of Vermillion County, Indiana. (NOTE: The above is for informational purposes only and will be deleted from the Final Policy.)

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COMMITMENT FOR TITLE INSURANCE

Issued By FIDELITY NATIONAL TITLE INSURANCE

SCHEDULE C

The Land is described as follows:

PARCEL 1:

Also East Tract (B)

Situate in the State of Indiana, County of Vermillion and being a part of the Southeast quarter of Section 17, part of Southwest quarter of Section 16, and part of North half of the Northeast quarter of Section 20, Township 17 North, Range 9 West of the Second Principal Meridian, more particularly described to-wit:

Commencing at a wood post marking the Northwest corner of the Southeast guarter of Section 17, Township 17 North, Range 9 West; thence North 89 degrees 24 minutes 18 seconds East 1431.40 feet (basis of bearings is Indiana State Plane Coordinate System, North American Datum of 1983) with the North line of said Southeast quarter to a 5/8 inch rebar; thence South 07 degrees 50 minutes 23 seconds East 253.84 feet to a 5/8 inch rebar; thence South 03 degrees 08 minutes 50 seconds East 214.67 feet; thence South 13 degrees 52 minutes 36 seconds West 10.00 feet to a 5/8 inch rebar and the true point of beginning of the real estate herein described; thence North 77 degrees 12 minutes 25 seconds East 42.85 feet to a 5/8 inch rebar; thence North 86 degrees 08 minutes 23 seconds East 137.66 feet to a 5/8 inch rebar; thence South 89 degrees 16 minutes 26 seconds East 385.34 feet to a 5/8 inch rebar; thence North 88 degrees 31 minutes 15 seconds East 360.66 feet to a 5/8 inch rebar; thence North 85 degrees 55 minutes 20 seconds East 329.56 feet to a 5/8 inch rebar; thence South 88 degrees 56 minutes 50 seconds East 439.39 feet to a 5/8 inch rebar; thence Northeasterly 190.07 feet on a curve to the left having a radius of 121.00 feet and subtended by along chord bearing North 46 degrees 02 minutes 50 seconds East a distance of 171.12 feet to a 5/8 inch rebar; thence North 00 degrees 54 minutes 14 seconds West 268.46 feet to a 5/8 inch rebar; thence Northeasterly 69.18 feet on a curve to the right having a radius of 46.00 feet and subtended by a long chord bearing North 44 degrees 02 minutes 42 seconds East a distance of 62.84 feet to a 5/8 inch rebar; thence North 88 degrees 06 minutes 50 seconds East 1767.50 feet to a 5/8 inch rebar on the Western Limited Access Right-of-Way Line of State Road 63; thence with said right-of-way line South 00 degrees 41 minutes 56 seconds East 2169.59 feet; thence Southerly 369.44 feet on a curve to the left having a radius of 98,366.34 feet and subtended by a long chord bearing South 00 degrees 48 minutes 23 seconds East a distance of 369.44 feet; thence South 37 degrees 39 minutes 50 seconds West 128.21 feet; thence South 73 degrees 33 minutes 45 seconds West 77.82 feet to the North right-of-way line of County Road 200 North, thence leaving said Westerly right-of-way line North 88 degrees 53 minutes 04 seconds East 190.00 feet with said North right-of-way line; thence South 01 degree 06 minutes 56 seconds East 11.10 feet to the South line Southwest quarter of Section 16, Township 17 North, Range 9 West; thence South 88 degrees 30 minutes 14 seconds West 2488.77 feet with said South line to the Southwest corner thereof; thence South 88 degrees 45 minutes 33 seconds West 527.86 feet with the centerline of said county road to a mag nail; thence North 08 degrees 41 minutes 10 seconds West 463.51 feet to a 5/8 inch rebar; thence North 17 degrees 29 minutes 34 seconds West 1124.98 feet to a 5/8 inch rebar; thence North 22 degrees 59 minutes 38 seconds West 357.21 feet to a 5/8 inch rebar; thence North 22 degrees 12 minutes 25 seconds West 264.72 feet to a wood post; thence North 13 degrees 52 minutes 36 seconds West 115.39 feet to the point of beginning, containing 185.25 acres, more or less.

PARCEL 2: East Tract (A)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance. 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 counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE C (Continued)

Situate in the State of Indiana, County of Vermillion and being a part of the Southeast quarter of Section 17, and part of Southwest quarter of Section 16, Township 17 North, Range 9 West of the Second Principal Meridian, more particularly described to-wit:

Commencing at a wood post marking the Northwest corner of the Southeast guarter of Section 17, Township 17 North, Range 9 West; thence North 89 degrees 24 minutes 18 seconds East 1431.40 feet (basis of bearings is Indiana State Plane Coordinate System, North American Datum of 1983) with the North line of said Southeast guarter to a 5/8 inch rebar and the true point of beginning of the real estate herein described; thence North 89 degrees 24 minutes 18 seconds East 1211.14 feet with said North line to a wood post marking the Northwest corner of the Southwest guarter of Section 16, Township 17 North, Range 9 West; thence North 88 degrees 06 minutes 50 seconds East 620.47 feet with the North line of said Southwest guarter to a 5/8 inch rebar; thence South 02 degrees 12 minutes 23 seconds East 351.11 feet to a 5/8 inch rebar; thence Southwesterly 158.65 feet on a curve to the left having a radius of 101.00 feet and subtended by a long chord bearing South 46 degrees 02 minutes 50 seconds West a distance of 142.84 feet: thence North 88 degrees 56 minutes 50 seconds West 440.29 feet to a 5/8 inch rebar; thence South 85 degrees 55 minutes 20 seconds West 329.99 feet to a 5/8 inch rebar; thence South 88 degrees 31 minutes 15 seconds West 359.82 feet to a 5/8 inch rebar; thence North 89 degrees 16 minutes 26 seconds West 385.76 feet to a 5/8 inch rebar; thence South 86 degrees 08 minutes 23 seconds West 140.03 feet to a 5/8 inch rebar; thence South 77 degrees 12 minutes 25 seconds West 42.90 feet to a 5/8 inch rebar; thence North 03 degrees 08 minutes 50 seconds West 204.53 feet to a 5/8 inch rebar; thence North 07 degrees 50 minutes 23 seconds West feet 253.84 feet to the point of beginning, containing 18.28 acres, more or less.

Also, appurtenant easement rights, if any, established in that certain Limited Warranty Deed dated July 18, 2018 and recorded June 29, 2019 as Instrument Number 2019001232, in the office of the Recorder of Vermillion County, Indiana.

PARCEL 3:

Part of the West Half of the Northeast Quarter and Part of the Northwest Quarter of the Southeast Quarter and the West 8 rods of the East Half of the Southeast Quarter of Section 29, Township 17 North, Range 9 West of the Second Principal Meridian, Vermillion County, Indiana, described as follows:

Beginning at the Northeast of the Northwest Quarter of the Southeast Quarter of said Section 29; thence North 89 degrees 00 minutes 20 seconds East along the North line of the East Half of the Southeast Quarter of said Section 29 for 132 feet (8 Rods); thence South 0 degrees 00 minutes 27 seconds East along the East line of the West 8 Rods of the East Half of the Southeast Quarter of said Section 29 for 1329.32 feet; thence South 88 degrees 52 minutes 02 seconds West along the South line of the North Half of the Southeast Quarter of said Section 29 for 1091.31 feet; thence North 0 degrees 20 minutes 08 seconds West for 1331.85 feet to the North line of the Northwest Quarter of the Southeast Quarter of Section 29; thence North 0 degrees 46 minutes 42 seconds West for 574.39 feet; thence North 88 degrees 51 minutes 57 seconds East along the South line of State Highway 71 for 952.80 feet; thence South 0 degrees 37 minutes 45 seconds East along the East line of the West Half of the Northeast Quarter of said Section 29 for 576.45 feet to the Place of Beginning, containing 46.12 acres, more or less.

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DISCLOSURE OF AFFILIATED BUSINESS RELATIONSHIP

This is to give you notice that **The Abstract & Title Companies** (including The Abstract & Title Guaranty Company, Inc; Abstract & Title of Putnam County, Inc; and Abstract & Title of Parke County, Inc; collectively herein "Abstract & Title") have a business relationship with **Comer Law Office LLC** (herein "Comer Law"). And further, to provide notice that Comer Law has a business relationship with Abstract & Title.

The nature of the relationship is common ownership between the entities. Abstract & Title is 100% owned by the Members of Comer Law. Comer Law is two-thirds (2/3) owned by stockholders of Abstract & Title. Because of this relationship, any referral by Abstract & Title to utilize Comer Law services may provide Abstract & Title a financial or other benefit. Also, because of this relationship, any referral by Comer Law to utilize Abstract & Title services may provide Comer Law a financial or other benefit.

Set forth below is the estimated charge or range of charges for the Abstract & Title and Comer Law services listed. You are NOT required to use the listed providers for settlement of your real estate transaction or related legal services. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Set forth below is the estimated range of charges made by <u>Abstract & Title</u>: Closing fee: \$300-\$400 Search fee: \$200 Wire/Courier/Email package service fee: \$50-\$95 Title Insurance Premiums: \$100-\$1,162.50 (The fee range shown is for a residential sale or refinance up to a policy limit of \$500,000. For commercial property, or policies exceeding \$500,000, please call for quote.) Simultaneous mortgage policy issued with owner's policy: \$100 (Ioan policy limit not to exceed owner's policy limit.)

Set forth below is the estimated range of charges made by <u>Comer Law</u>: Deed preparation fee for a closing: \$85-\$125. Power of Attorney preparation fee for a closing: \$50. Affidavits: \$150-\$350. Other legal fees: Please request quote from Comer Law.



COMER LAW OFFICE, LLC Attorneys-at-Law 71 West Marion Street Danville, Indiana 46122



PRIVACY POLICY OF THE ABSTRACT & TITLE COMPANIES

Dear Abstract & Title Customer:

Your personal privacy is important. At the Abstract & Title Companies, we recognize that you have an interest in understanding how we collect, retain, and use information about you. Our policy has always been to protect the privacy, accuracy, and security of customer information given to us.

No response to this notice is required, but if you have questions, please write to us:

The Abstract & Title Companies P.O. Box 207 Danville, IN 46122

We have three title insurance agencies: The Abstract & Title Guaranty Co., Inc., Abstract & Title of Putnam County, Inc. and Abstract & Title of Parke County, Inc. with offices in Avon, Danville, Plainfield, Brownsburg, Greencastle, and Rockville. We refer to ourselves generally as "Abstract & Title" and "The Abstract & Title Companies." Each individual company is an independent title insurance agent of Fidelity National Title Insurance, a corporation. This notice is also provided on behalf of our underwriter, as well.

What kinds of information we collect:

We collect information about you, (for example, your name, address, email address, telephone number) and information about your transaction, including the identity of the real property that you are selling, buying or financing, as well as the purchase price and/or loan amount. We may get this information from you or from the lender(s), attorney(s), or real estate broker(s) whom you or the other parties have chosen. We obtain a copy of and/or gather information related to any deeds, notes, taxes, mortgages and other liens which affect the real property or are otherwise involved in the transaction. When we provide closing, escrow, or settlement services, we may get your social security number, date of birth, loan number(s), and we may receive additional information from third parties including the loan application, appraisals, credit reports, land surveys, escrow account balances and bank account and other investment account numbers to facilitate the transaction. If you are concerned about the information we have collected, please write to us.

How we use this information:

We do not share your information with marketers outside our own family of companies. We share your information only to those parties and entities engaged in the transaction, including, but not limited to, buyers, sellers, lenders, realtors, attorneys and other appointed agents, utility companies, homeowners associations and similarly related entities or in other ways permitted by law to provide the service requested by you and other parties to the transaction. The privacy laws permit some sharing without your approval. We may share internally and with nonaffiliated third parties in order to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control and to provide information to government and law enforcement agencies. Our companies may share certain information among ourselves. All nonpublic personal information collected, including any credit information, about you is shared only to facilitate your transaction or for some other purpose permitted by law.

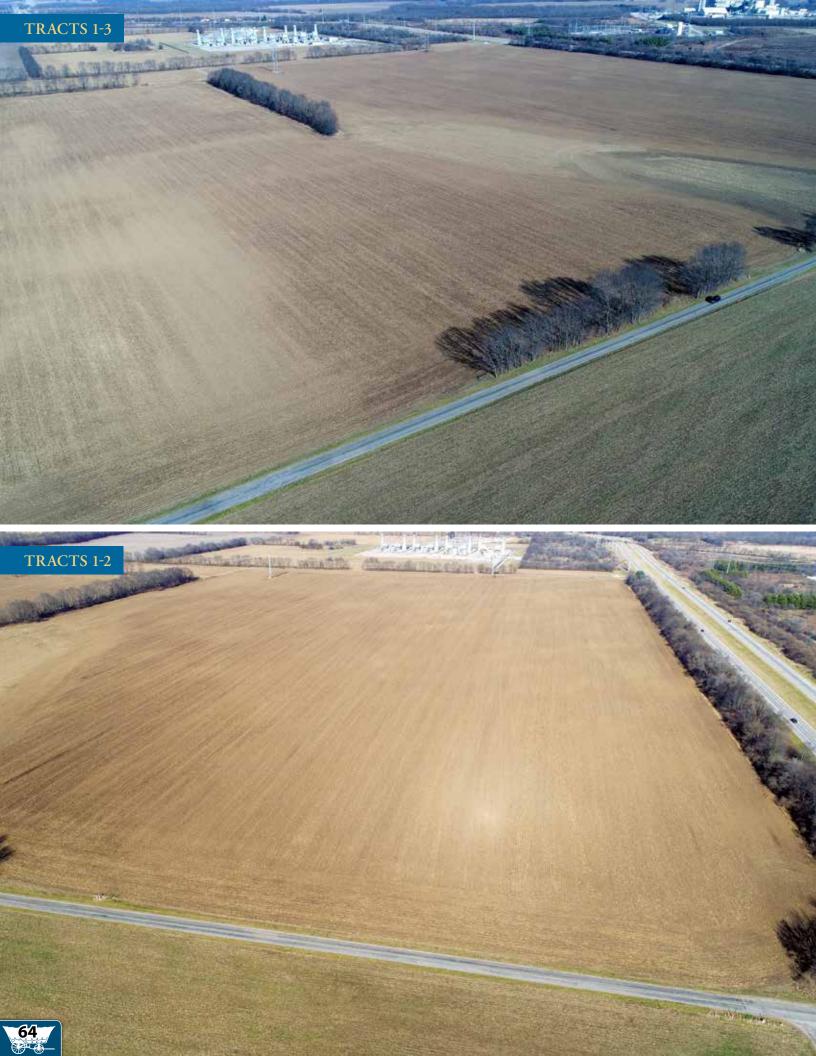
How we protect your information:

In addition to restricting information to those persons and entities engaged in the transaction as detailed above, we maintain physical, electronic, and procedural safeguards which comply with the law to guard your nonpublic personal information. We reinforce the company's privacy policy with our employees.





PROPERTY PHOTOS













TRACTS 1-2 - ROAD FRONTAGE







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