

TRACT 5

800-451-2709 | www.SchraderAuction.com



#### **DISCLAIMER:**

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

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

#### **OWNER: John Halsey Estate AUCTION COMPANY:** Schrader Real Estate and Auction Company, Inc.

Al Pfister, AU09200264 Schrader Real Estate and Auction Company Inc., AC63001504



Real Estate and Auction Company, Inc.

SCHRADER REAL ESTATE & AUCTION CO., INC. 950 N. Liberty Dr., Columbia City, IN 46725 260-244-7606 or 800-451-2709 SchraderAuction.com

#### **AUCTION TERMS & CONDITIONS:**

PROCEDURE: The property will be offered in 5 individual tracts, any combination of tracts and as a total 101± acre unit. There will be open bidding on all tracts and combinations during the auction as determined by the Auctioneer. Bids on tracts, tract combinations and the total property may compete.

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

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

**DEED:** Seller shall provide Executor Deed(s).

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

POSSESSION: Possession is at Closing. REAL ESTATE TAXES: Real estate taxes will be the prorated at the Closing and the responsibility of the Buyer(s) thereafter.

PROPERTY INSPECTION: Each potential Bidder is

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

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

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

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

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

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#### For Information Call Auction Manager: Al Pfister, 260-760-8922

TRACTS 1&2

# **REGISTRATION FORMS**

<b>BIDDER PRE-REGISTRATION FORM</b> TUESDAY, APRIL 30, 2024 101± ACRES – HUNTINGTON COUNTY, INDIANA			
For pre-registration, this form must be received at Schrader Real Est P.O. Box 508, Columbia City, IN, 4672 Email to <u>auctions@schraderauction.com</u> or fax to 260-244-4431, no la Otherwise, registration available onsite prior to t	5, ater than Tuesday, April 23, 2024.		
<b>BIDDER INFORMATION</b>	(FOR OFFICE USE ONLY)		
Name	Bidder #		
Address			
City/State/Zip			
Telephone: (Res) (Office)			
My Interest is in Tract or Tracts #			
<b>BANKING INFORMATION</b>			
Check to be drawn on: (Bank Name)			
City, State, Zip:			
Contact:   Phone No:			
<b>HOW DID YOU HEAR ABOUT THIS AUCTION?</b>			
🗆 Brochure 🗆 Newspaper 🗆 Signs 🗆 Internet 🗆 Radio 🛛 TV 🗖 Friend			
Other			
WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?			
□ Regular Mail □ E-Mail E-Mail address:			
🗆 Tillable 🗆 Pasture 🛛 Ranch 🛛 Timber 🔲 Recreati	ional 🛛 Building Sites		
What states are you interested in?			
Note: If you will be bidding for a partnership, corporation or other entity, you must bring documentation with you to the auction which authorizes you to bid and sign a Purchase Agreement on behalf of that entity.			
I hereby agree to comply with terms of this sale including, but not limited to, paying all applicable buyer's premiums, and signing and performing in accordance with the contract if I am the successful bidder. Schrader Real Estate and Auction Company, Inc. represents the Seller in this transaction.			
Signature: D	Date:		

#### 

#### Online Auction Bidder Registration 101± Acres • Huntington County, Indiana Tuesday, April 30, 2024

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

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

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

1. My name and physical address is as follows:

My phone number is:

- 2. I have received the Real Estate Bidder's Package for the auction being held on Tuesday, April 30, 2024 at 6:00 PM (EST).
- 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**, **Tuesday**, **April 23**, **2024**. 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.

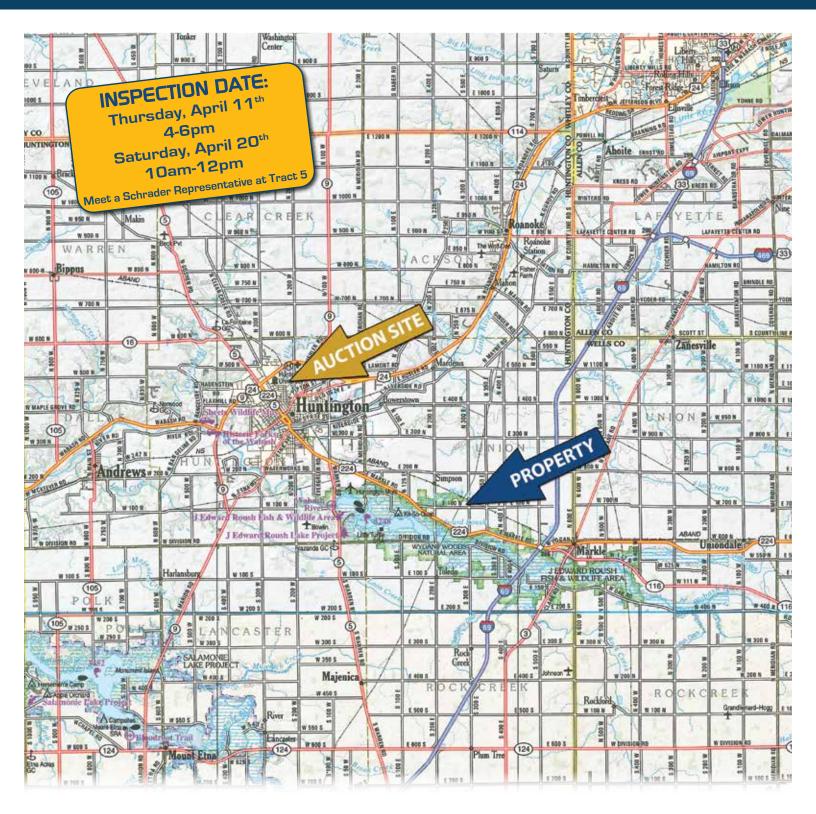
Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

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.

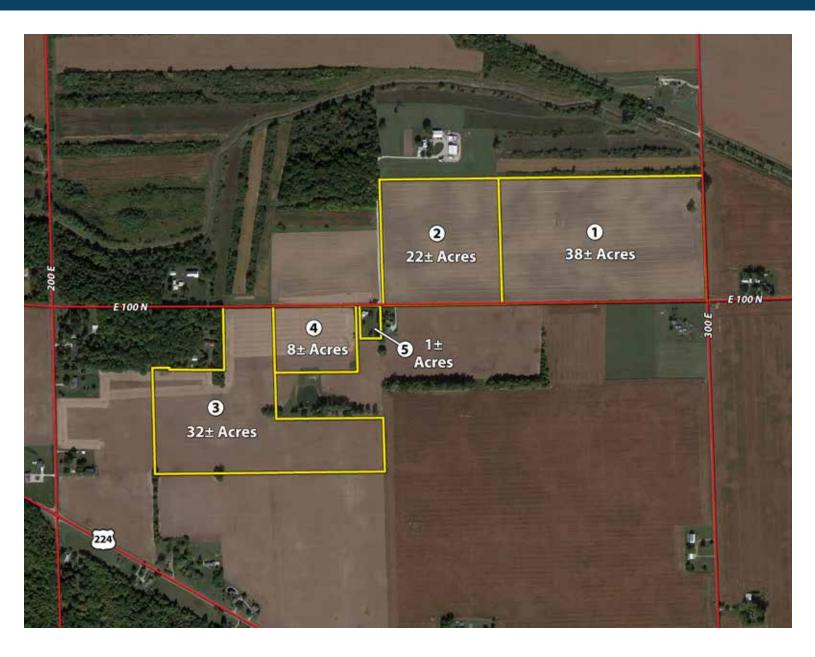
# LOCATION & AERIAL TRACT MAPS

# **LOCATION MAP**



AUCTION LOCATION: Huntington University, Habecker Dining Commons, 502 Lake St., Huntington, IN 46750 PROPERTY DIRECTIONS: From Huntington, IN, travel southeast on US 224 5 miles to CR 100N, then east 1 mile to property.

# **AERIAL TRACT MAP**



#### TRACT DESCRIPTIONS:

**TRACT #1: 38± ACRES**, mostly tillable with frontage on CR 100N. Soils are primarily Pewamo and Blount.

TRACT #2: 22± ACRES, mostly tillable with frontage on CR 100N.

**TRACT #3: 32± ACRES**, mostly tillable with frontage on CR 100N. Soils are primarily Pewamo and Blount.

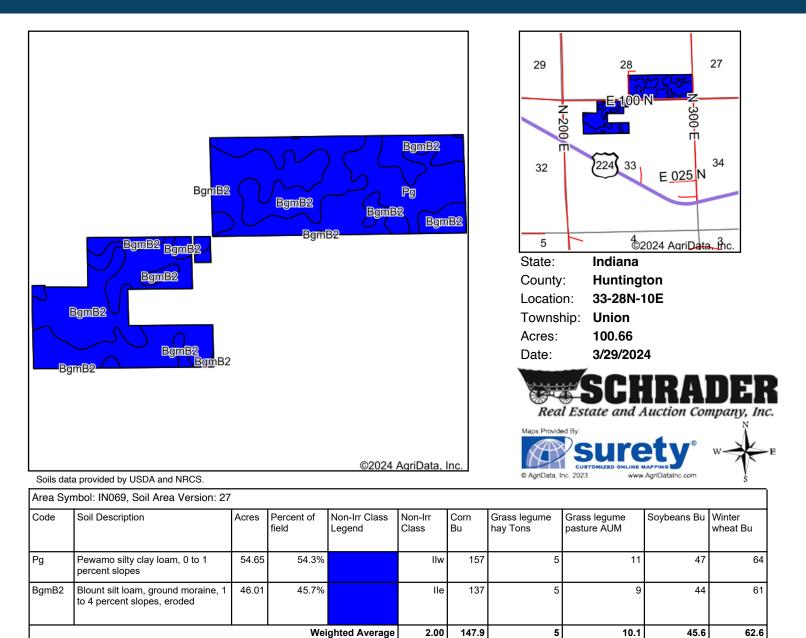
**TRACT #4: 8± ACRES**, mostly tillable with frontage on CR 100N. Soils are mainly Pewamo and Blount.

**TRACT #5: FARM HOME ON 1± ACRES.** 2,244 square feet with 2 bedrooms, 1.5 bath and a 912 square foot barn.

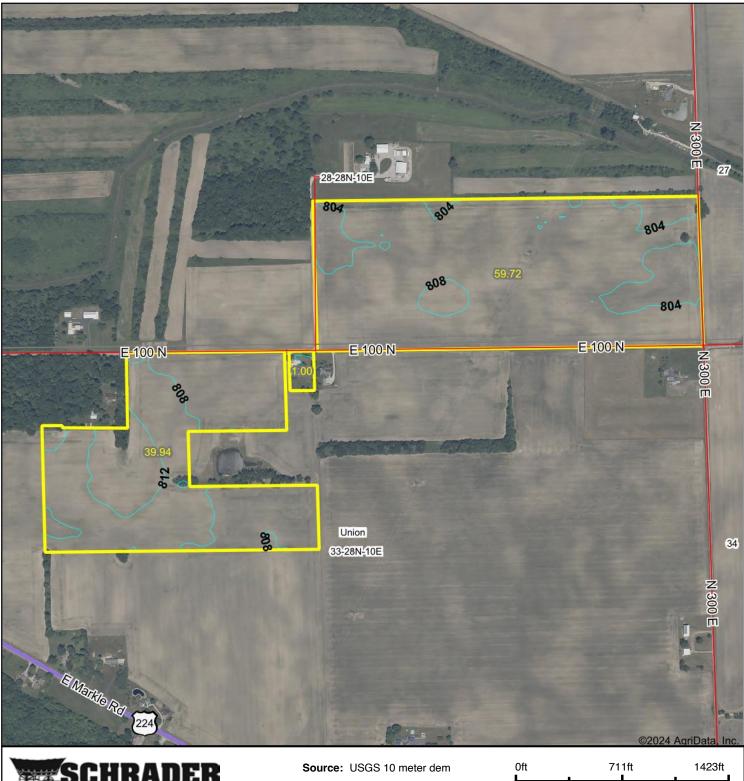


# **SOIL INFORMATION**

### **SOIL MAP**



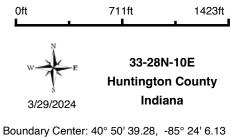
### **TOPOGRAPHY MAP**



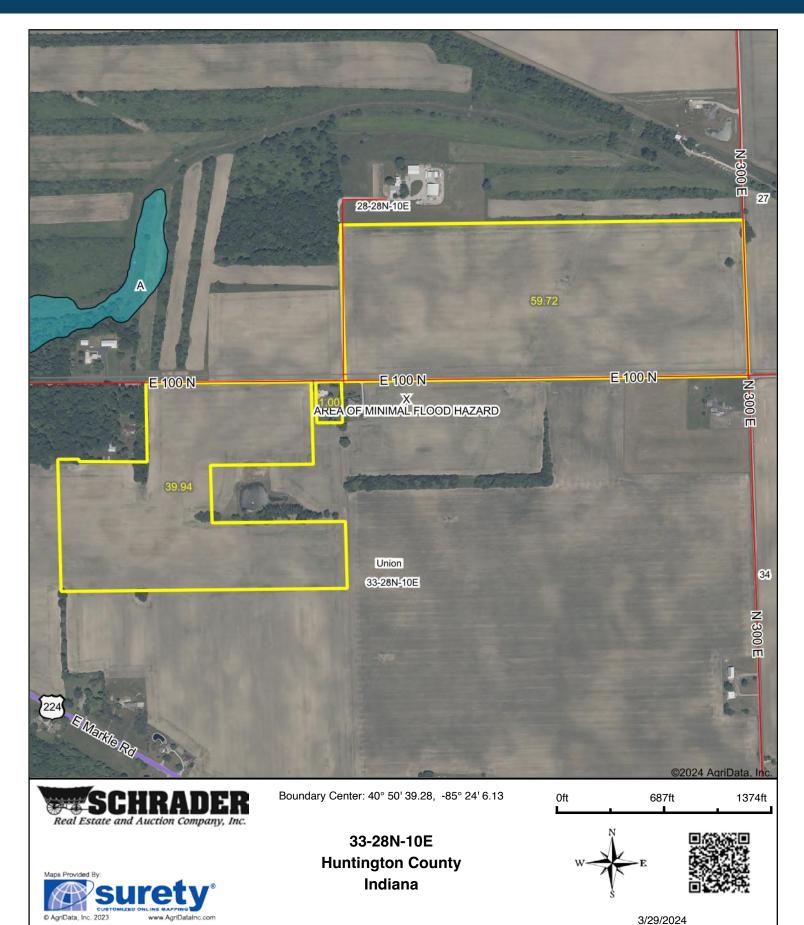
Real Estate and Auction Company, Inc.



Source: USGS 10 meter of Interval(ft): 4.0 Min: 802.6 Max: 815.9 Range: 13.3 Average: 806.9 Standard Deviation: 2.49 ft



### **FLOOD MAP**



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American Land Title Association

Commitment for Title Insurance 2021 v. 01.00 (07-01-2021)



#### ALTA COMMITMENT FOR TITLE INSURANCE issued by COMMONWEALTH LAND TITLE INSURANCE COMPANY

#### NOTICE

**IMPORTANT – READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

#### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment <u>Conditions</u>, Commonwealth Land Title Insurance Company, 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

#### COMMITMENT CONDITIONS

- 1. DEFINITIONS
  - a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
  - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
  - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
  - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
  - e. "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.
  - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
  - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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#### American Land Title Association

Commitment for Title Insurance 2021 v. 01.00 (07-01-2021)

- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
- 2. If all of the Schedule B, Part I Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I Requirements;
  - f. Schedule B, Part II Exceptions; and
  - g. a 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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM
  - a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

#### American Land Title Association

#### Commitment for Title Insurance 2021 v. 01.00 (07-01-2021)

- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10.** CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11.** ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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 <a href="http://www.alta.org/arbitration">http://www.alta.org/arbitration</a>.



American Land Title Association

Commitment for Title Insurance 2021 v. 01.00 (07-01-2021)

#### COMMONWEALTH LAND TITLE INSURANCE COMPANY

P.O. Box 45023, Jacksonville, FL 32232-5023

By:\_

Michael J, Nolan, President

By:

Marjorie Nemzura, Secretary



#### American Land Title Association

Commitment for Title Insurance 2021 v. 01.00 (07-01-2021)

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Assurance Title Company, LLC Issuing Office: 886 North Lima Road Kendallville, IN 46755 Issuing Office's ALTA® Registry ID: 1125584 Loan ID Number: Commitment Number: 24-723 Issuing Office File Number: 24-723 Property Address: 2461 E 100 N, Huntington, IN 46750 Revision Number: 1

#### SCHEDULE A

- 1. Commitment Date: March 19, 2024 8:00 AM
- 2. Policy to be issued:
  - (a) 2021 ALTA Owner's Policy Proposed Insured:

Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below \$1.00

Proposed Amount of Insurance: \$1.00 The estate or interest to be insured: fee simple

- **3.** The estate or interest in the Land at the Commitment Date is: fee simple
- 4. The Title is, at the Commitment Date, vested in: Parcel 1: John C. Halsey

Parcel 2-7: John C. Halsey and Kathie K. Halsey, husband and wife

 The land is described as follows: The land is described as set forth in Exhibit A attached hereto and made a part hereof.

#### ASSURANCE TITLE COMPANY, LLC

886 North Lima Road, Kendallville, IN 46755 Telephone: (260) 636-2692

Countersigned by:

Hingage Q Hood

Abigayle Q. Hood, License #454162 Assurance Title Company, LLC, License #924500

COMMONWEALTH LAND TITLE INSURANCE

P.O. Box 45023, Jacksonville, FL 32232-5023

By: Michael J, Nolan, President

By

Marjorie Nemzura, Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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#### SCHEDULE B, PART I – Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. If Assurance Title Company will be serving as the closing agent and this closing will take place on or after July 1, 2009, funds provided in excess of \$10,000.00 must be wired and funds less than \$10,000.00 must be good funds in compliance with IC 27-7-3.7.
- 6. Duly authorized and executed Deed from Phillip D. Pasko, Personal Representative of John C. Halsey Estate, to Proposed Insured, to be executed and recorded at closing.

Recital: To establish of record that the marital relationship which existed between John C. Halsey and Kathie K. Halsey was continuous and uninterrupted from the date they acquired title to the land until the death of Kathie K. Halsey on August 8, 2014.

Note: Said deed will be executed by Phillip D. Pasko as Personal Representative of the Estate of John C. Halsey. The deed should recite the Estate Cause No. 35C01-2308-EU-000074 and contain a proper recital of the Personal Representative's authority to execute the deed.

- 7. SURVEY REQUIREMENT: Every document required for transfer of title MUST be recorded. When transferring title to less than a whole tract a survey or qualified drawing (i.e. drawing by surveyor with date and surveyor's signature) is required. Also, proper county or city/town approval must be received. This survey or drawing must be recorded. Please be sure to include recording fees.
- NOTE: Disclosure of Sales Information form(s) prescribed by the State Board of Tax Commissioners pursuant to IC 6-1.1-5.5 must be filed with the Auditor's Office. Strict compliance must be followed using the most recent version of the Indiana Sales Disclosure.
- 9. Vendors, (Sellers), Closing Affidavit to be furnished this office.
- 10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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Commitment for Title Insurance 2021 v. 01.00 (07-01-2021)

#### SCHEDULE B, PART II – Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
- 2. Rights or claims of parties in possession not shown by the Public Records.
- 3. Easements or claims of easements not shown by the public records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance or other matter affecting the Land that would be disclosed by an accurate and complete land survey of the Land.
- 5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
- 6. Taxes or special assessments which are not shown as existing liens by the public records.
- 7. NOTE: Indiana state law, effective July 1, 2023, prohibits ownership of certain real property by certain foreign parties. This law can be found at Indiana Code § 1-1-16-1, et seq. ("the Act"). Any loss or damage resulting from a violation of the Act is excluded under the terms of the Policy.
- Parcel 1
   Taxes for 2022 payable 2023
   Parcel No. 0100056900
   Tax Unit of Union
   State ID No. 35-06-33-200-056.900-018
   May 10 \$674.20 PAID
   November 10 \$674.20 PAID
   Assessed Valuation: Land \$22,500 Improvements \$114,500
   Exemptions \$0
- 9. Annual assessment of \$35.00 for maintenance of Miller-Gussman-Pasko-Smith Drain 2023, May 10 \$17.50 PAID, November 10 \$17.50 PAID.



#### American Land Title Association

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10. Parcel 2 Taxes for 2022 payable 2023 Parcel No. 0100057000 (includes other real estate) Tax Unit of Union State ID No. 35-06-33-200-057.000-018 May 10 \$20.30 PAID November 10 \$20.30 PAID Assessed Valuation: Land \$1,800 Improvements \$0 Exemptions \$0 11. Annual assessment of \$35.00 for maintenance of Miller-Gussman-Pasko-Smith Drain 2023, May 10 \$17.50 PAID, November 10 \$17.50 PAID. 12. Parcel 3 Taxes for 2022 payable 2023 Parcel No. 0100026600 (includes other real estate) Tax Unit of Union State ID No. 35-06-33-200-026.600-018 May 10 \$285.63 PAID November 10 \$285.63 PAID Assessed Valuation: Land \$49,900 Improvements \$0 Exemptions \$0 13. Annual assessment of \$102.27 for maintenance of Miller-Gussman-Pasko-Smith Drain 2023, May 10 \$51.14 PAID, November 10 \$51.13 PAID. 14. Parcel 4 Taxes for 2022 payable 2023 Parcel No. 0100026400 (includes other real estate) Tax Unit of Union State ID No. 35-06-33-200-026.400-018 May 10 \$134.84 PAID November 10 \$134.84 PAID Assessed Valuation: Land \$23,600 Improvements \$0 Exemptions \$0 15. Annual assessment of \$45.04 for maintenance of Miller-Gussman-Pasko-Smith Drain 2023, May 10 \$22.52 PAID, November 10 \$22.52 PAID. 16. Parcel 5 Taxes for 2022 pavable 2023 Parcel No. 0100026500 (includes other real estate) Tax Unit of Union State ID No. 35-06-33-200-026.500-018 May 10 \$162.39 PAID November 10 \$162.39 PAID Assessed Valuation: Land \$28,300 Improvements \$0 Exemptions \$0 17. Annual assessment of \$49.00 for maintenance of Miller-Gussman-Pasko-Smith Drain 2023, May 10 \$24.50 PAID, November 10 \$24.50 PAID.



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18. Parcel 6

Taxes for 2022 payable 2023
Parcel No. 0100026200 (includes other real estate)
Tax Unit of Union
State ID No. 35-06-28-400-026.200-018
May 10 \$1,633.67 PAID
November 10 \$1,633.67 PAID
Assessed Valuation: Land \$158,900 Improvements \$305,300
Exemptions \$45,000-H/\$45,850-Supp

19. Annual assessment of \$227.58 for maintenance of Miller-Gussman-Pasko-Smith Drain 2023, May 10 \$113.79 PAID, November 10 \$113.79 PAID.

20. Parcel 7

Taxes for 2022 payable 2023
Parcel No. 0100026100
Tax Unit of Union
State ID No. 35-06-28-400-026.100-018
May 10 \$23.20 PAID
November 10 \$23.20 PAID
Assessed Valuation: Land \$2,000 Improvements \$0

- 21. Annual assessment of \$35.00 for maintenance of Miller-Gussman-Pasko-Smith Drain 2023, May 10 \$17.50 PAID, November 10 \$17.50 PAID.
- 22. Taxes for 2023 due and payable 2024, and subsequent taxes.
- 23. Taxes for 2024 due and payable 2025, and subsequent taxes.
- 24. The Company assumes no liability for increases in the amount of real estate taxes as shown above, and any civil penalties, as a result of retroactive revaluation of the land and improvements, changes in the usage of the land or the loss of any exemption or deduction applicable to the land insured herein.
- 25. The address shown on Schedule A, is solely for the purpose of identifying said tract and should not be construed as insuring the address shown in the description of the land.
- 26. Right of way for drainage tiles, feeders and laterals, if any.
- 27. Rights of the public, State of Indiana, County of Huntington and the municipality in and to that part of the premises taken or used for road purposes.
- 28. Any governmental limitations or regulations respecting access to abutting roads, streets or highways.
- 29. Supplemental Easement and Right of Way by and between John C. Halsey, widowed and Kathie K. Halsey, deceased and Indiana Michigan Power Company, dated November 29, 2017 and recorded December 11, 2017 as Instrument No. 217006226. (Parcel 6)
- 30. Rights of tenants under unrecorded leases.
- 31. This commitment has been issued without a judgment search being made against the name insured.

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#### EXHIBIT "A"

The Land referred to herein below is situated in the County of Huntington, State of Indiana, and is described as follows:

Tract 1:

A parcel of land in the Northwest Quarter of Section 33, Township 28 North, Range 10 East. Beginning at a cast iron monument believed to be the Northeast corner of the Northwest Quarter of said Section; thence South along the East line of said quarter section a distance of 264.00 feet to an iron pipe; thence 165 feet North 89 degrees 42 minutes West to a point; thence North 264.00 feet North 0 degrees 31 minutes 03 seconds West to an iron pipe; thence 165 feet Easterly along the North line of said quarter to the point of beginning. All in Union Township in Huntington County, Indiana and subject to a right-of-way easement for County Road 100 North. The parcel contains 1.00 acres, more or less.

(Includes Parcel 1)

Tract 2:

Part of the Southeast Quarter of Section 28, Township 28 North, Range 10 East, Huntington County, Indiana (This description prepared by Kevin R. Michel, LS80870006, as part of original survey SD-132 "B" completed by J.K. Walker and Associates, P.C., dated March 18, 2024), being more particularly described as follows, to wit:

BEGINNING at a railroad spike found at the Southeast corner of said Southeast Quarter; thence N89°-44'-50"W (GPS Grid bearing and used as the basis of bearings for this description) (recorded N87°-49'W), on and along the South line of said Southeast Quarter, being within the right-of-way of County Road 100 North, a distance of 2591.64 feet to a Mag nail, said Mag nail being situated S89°-44'-50"E (recorded S87°-49'E), a distance of 25.00 feet from a railroad spike found at the Southwest corner of said Southeast Quarter; thence N00°-40'-50"W, a distance of 1006.43 feet to a 5/8-inch iron pin capped "Walker" on the Westerly projection of a North line of a certain tract of land as recorded in Deed Record 224 page 253 in the records of Huntington County, Indiana; thence S89°-40'-16"E, on and along said Westerly projection, a distance of 929.50 feet to a concrete marker found at a Northeast corner of said tract of land in Deed Record 224 page 253; thence continuing S89°-40'-16"E (recorded S87°-48'E), on and along a North line of said tract of land in Deed Record 224 page 253, and on and along the North line of a certain 1.268 acre tract of land as recorded in Deed Record 232 page 489 in said records, a distance of 1657.72 feet (recorded 1654 feet) to a Mag spike at a Northeast corner of said 1.268 acre tract of land, said Mag spike also being on the East line of said Southeast Quarter; thence S00°-56'-12"E (recorded S00°-55'W), on and along said East line, being within the right-of-way of County Road 300 East, a distance of 1003.08 feet (recorded 1004.75 feet) to the point of beginning, containing 59.72 acres of land, more or less, subject to legal right-ofway for County Road 100 North and County Road 300 East, subject to all legal drain easements and all other easements of record. SUBJECT TO an Easement and Right of Way as recorded in Document Number 2017006226 in the records of Huntington County, Indiana.

(Includes a Portion of Parcel 6 and Parcel 7)

Tract 3:

(Part of Deed Record 228 page 534, Part of Deed Record 230 page 498, and Part of Parcel No. 1 in Deed Record 224 page 251)

Part of the Northwest Quarter of Section 33, Township 28 North, Range 10 East, Huntington County, Indiana (This description prepared by Kevin R. Michel, LS80870006, as part of original survey SD-131 "B" completed by J.K. Walker and Associates, P.C., dated March 18, 2024), being more particularly described as follows, to wit:

Commencing at a railroad spike found at the Northwest corner of said Northwest Quarter; thence S89°-26'-29"E (GPS Grid bearing and used as the basis of bearings for this description), on and along the North line of said Northwest Quarter, This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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#### American Land Title Association

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a distance of 1358.80 feet to a Mag nail at the Northeast corner of a certain 5.06 acre tract of land as recorded in Document Number 2021005961 in the records of Huntington County, Indiana, said Mag nail also being at the POINT OF BEGINNING; thence continuing S89°-26'-29"E, on and along said North line, being within the right-of-way of County Road 100 North, a distance of 1062.05 feet to a Mag nail, said Mag nail being situated N89°-26'-29"W, a distance of 195.00 feet from a railroad spike found at the Northeast corner of said Northwest Quarter; thence S00°-34'-52"E, a distance of 530.00 feet to a 5/8-inch iron pin capped "Walker"; thence N89°-33'-45"W, a distance of 662.00 feet to a 5/8-inch iron pin capped "Walker"; thence S00°-34'-52"E, a distance of 370.00 feet to a 5/8-inch iron pin capped "Walker"; thence S89°-33'-45"E, a distance of 856.99 feet to a 5/8-inch iron pin capped "Walker" on the East line of said Northwest Quarter, said iron pin being situated S00°-34'-52"E, a distance of 899.59 feet from a railroad spike found at the Northeast corner of said Northwest Quarter; thence S00°-34'-52"E, on and along said East line, a distance of 430.53 feet to a 5/8-inch iron pin capped "Walker" at the Southeast corner of the North half of said Northwest Quarter; thence N89°-33'-45"W (recorded N89°-59'-37"W), on and along the South line of the North half of said Northwest Quarter, a distance of 1839.72 feet (recorded 1839.50 feet) to a 5/8-inch iron pin capped "Walker"; thence N00°-24'-08"W, a distance of 849.38 feet to a 5/8inch iron pin capped "Walker" on the South line of a certain tract of land as recorded in Deed Record 230 page 788 in said records, said iron pin also being situated S89°-19'-04"E, a distance of 422.96 feet from a steel post found at the Southwest corner of said tract of land in Deed Record 230 page 788; thence S89°-19'-04"E, on and along said South line, a distance of 136.57 feet to an iron pipe found at the Southeast corner of said tract of land in Deed Record 230 page 788, said iron pipe also being on the West line of a certain 5.06 acre tract of land as recorded in Document Number 2021005961 in said records; thence S00°-03'-13"W (recorded S00°-12'-31"E), on and along said West line, a distance of 15.00 feet to a 5/8-inch iron pin capped "Walker" at the Southwest corner of said 5.06 acre tract of land; thence S88°-37'-50"E (recorded S89°-01'-12"E), on and along the South line of said 5.06 acre tract of land, a distance of 438.15 feet to a 5/8-inch iron pin capped "Walker" at the Southeast corner of said 5.06 acre tract of land; thence N00°-03'-53"E (recorded N00°-12'W), on and along the East line of said 5.06 acre tract of land, a distance of 506.00 feet to the point of beginning, containing 39.94 acres of land, more or less, subject to legal right-of-way for County Road 100 North, subject to all legal drain easements and all other easements of record.

(Includes a Portion of Parcel 2, a Portion of Parcel 3, a Portion of Parcel 4 and Parcel 5)

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#### CHAIN OF TITLE

The only conveyances affecting said land, which recorded within twenty-four (24) months of the date of this report, are as follows:

#### Property: 2461 E 100 N, Huntington, IN 46750

John E. Smith and Beverly E. Smith, husband and wife to John C. Halsey and Kathie K. Halsey, husband and wife by deed dated 05/11/1978 and recorded on 05/11/1978 in Book 224 at Page 251 in the Official Records of the Huntington County Recorder's Office. (Parcel 4 & 5)

Thomas F. Pasko and L. Grace Pasko, husband and wife to John C. Halsey and Kathie K. Halsey, husband and wife by deed dated 11/21/1973 and recorded on 05/11/1978 in Book 224 at Page 253 in the Official Records of the Huntington County Recorder's Office. (Parcel 6)

John E. Smith and Beverly E. Smith, husband and wife to John C. Halsey and Kathie K. Halsey, husband and wife by deed dated 02/20/1981 and recorded on 03/11/1981 in Book 228 at Page 534 in the Official Records of the Huntington County Recorder's Office. (Parcel 3)

John E. Smith and Beverly E. Smith, husband and wife to John C. Halsey and Kathie K. Halsey, husband and wife by deed dated 09/09/1982 and recorded on 09/13/1982 in Book 230 at Page 498 in the Official Records of the Huntington County Recorder's Office. (Parcel 2)

Charles C. Halsey and Dorothybelle Halsey, husband and wife to John C. Halsey and Kathie K. Halsey, husband and wife by deed dated 02/16/1984 and recorded on 02/16/1984 in Book 232 at Page 489 in the Official Records of the Huntington County Recorder's Office. (Parcel 7)

Patricia A. Smithley to John C. Halsey by deed dated 05/12/2015 and recorded on 04/06/2018 as Instrument Number 2018001419 in the Official Records of the Huntington County Recorder's Office. (Parcel 1)

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2017006226 CHERYL A. SCHENKEL HUNTINGTON, IN RECORDER TX: 56317 12/11/2017 01:08:58PM \$ \$25.00

Line Name: Sorenson – Deer Creek Easement No. 74 Map No: 503 Line No. TLN385:95130

#### SUPPLEMENTAL EASEMENT AND RIGHT OF WAY

THIS SUPPLEMENTAL EASEMENT AND RIGHT OF WAY made by and between John C. Halsey, widowed, and Kathie K. Halsey, deceased, whose address is 2492 East 100 North, Huntington, Indiana 46750 ("Grantor"), and Indiana Michigan Power Company, an Indiana corporation, being a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215 ("AEP").

WHEREAS, AEP is the owner of a right of way and easement under the terms of the following agreement recorded in the Recorder's Office of Huntington County, Indiana by and between (1) Sarah R. Pasko, and Indiana & Michigan Electric Company, a predecessor in title to AEP, dated November 1, 1927 and recorded in Volume 143, Page 106; (2) Those F. Pasko, and Indiana & Michigan Electric Company, a predecessor in title to AEP, dated November 1, 1927 and recorded in Volume 143, Page 106; (2) Those F. Pasko, and Indiana & Michigan Electric Company, a predecessor in title to AEP, dated November 1, 1927 and recorded in Volume 143, Page 110 (the "Original Easement"); and

WHEREAS, Grantor is the successor in interest to all or part of the lands affected by the Original Easement.

NOW, THEREFORE, in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which Grantog hereby acknowledges, the Grantor hereby grants and conveys and warrants to AEP this Supplemental



Easement and Right of Way ("Easement") for electric transmission, distribution, and communication purposes, to modify the Original Easement [insofar as it encumbers property of the Grantor situated in the State of Indiana, Huntington County, Union Township, SE 1/4, Section No. 28, Township No. 28 North, Range No. 10 East, being the same premises as described in Book 224, Page 253 recorded May 11, 1978 in the Huntington County Recorder's Office (Parcel No. 35-06-28-400-026,200-018)], as follows:

The Easement Area shall be revised to be as more fully described and depicted on Exhibit "A", a copy of which is attached hereto and made a part hereof ("Easement Area").

#### GRANTOR FURTHER GRANTS AEP THE FOLLOWING RIGHTS

The right, now and in the future, to construct, reconstruct, operate, maintain, alter, improve, extend, inspect, patrol, protect, repair, remove, replace, upgrade and relocate within the Easement Area, poles, towers, and structures, made of wood, metal, concrete or other materials, and crossarms, guys, anchors, grounding systems, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables ("Facilities") together with the right to add to said Facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the Easement granted herein.

The right, in AEP's discretion, to cut down, trim, remove, and otherwise control, using herbicides or tree growth regulators or other means any and all trees, overhanging branches, vegetation and brush situated within the Easement Area. AEP shall also have the right to cut down, trim or remove trees situated on lands of Grantor which adjoin the Easement Area when in the opinion of AEP those trees may endanger the safety of, or interfere with the construction, operation or maintenance of Facilities or ingress or egress to, from or along the Easement Area.

The right of unobstructed ingress and egress, at any and all times, over, across and along and upon the Easement Area, and across the adjoining lands of Grantor as may be necessary, for access to and from the Easement Area for the above referenced purposes.

#### THIS GRANT IS SUBJECT TO THE FOLLOWING CONDITIONS

In no event shall Grantor, its heirs, successors, and assigns plant or cultivate any trees or place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction including but not limited to, storage tanks, billboards, sign, sheds, dumpsters, light poles, water impoundments, above ground irrigation systems, swimming pools or wells, or permit any alteration of the ground elevation, over, or within the Easement Area. AEP may, at Grantor's cost, remove any structure or obstruction if placed within the Easement Area, and may re-grade any alterations of the ground elevation within the Easement Area.

AEP agrees to repair or pay the Grantor for actual damages sustained by Grantor to crops, fences, gates, irrigation and drainage systems, drives, or lawns that are permitted herein, when such damages arise out of AEP's exercise of the rights herein granted.

The failure of AEP to exercise any of the rights granted herein, or the removal of any Facilities from the Easement Area, shall not be deemed to constitute an abandonment or waiver of the rights granted herein.

Except as supplemented and amended herein, the Original Easement shall remain in full force and effect. The Original Easement, as supplemented and amended herein, contains the complete agreement, express and implied between the parties herein and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, and licensees.

This Easement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

Any remaining space on this page left intentionally blank. See next page for signatures.



Executed this 29 day of 3772 2017

)

GRANTOR Van C. Halerer

John C. Halsey

STATE OF INDIANA

COUNTY OF HUNTINGTON ) SS:

This Instrument was acknowledged before me on the  $2^{2^{4^{5}}}$  day of 2017, by John C. Halsey, widowed.

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Notary Public		Ć	2

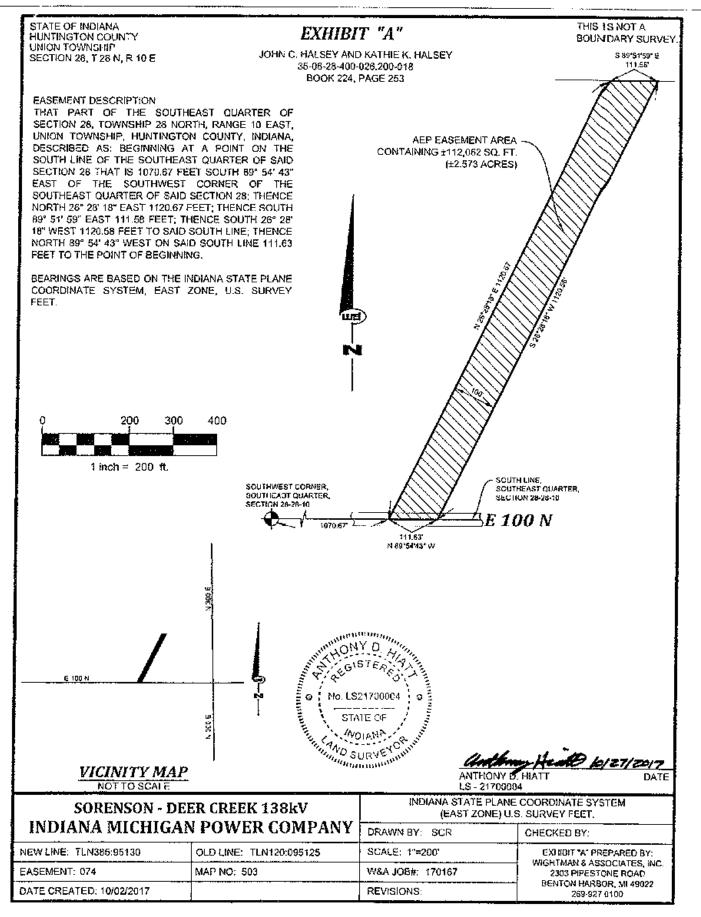
Notary Public (Print/Type Name)

My Commission Expires: <u> 27 2000</u>

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. <u>Thomas G. St. Pierre</u>

This Instrument Prepared by Thomas St. Pierre, Assistant General Counsel – Real Estate, American Electric Power Service Corporation, I Riverside Plaza, Columbus, OH 43215- for and on behalf of Indiana Michigan Power Company, a unit of American Electric Power.

When recorded return to: Indiana Michigan Power Company - Transmission Right of Way, PO Box 60, Fort Wayne, IN 46801



























Real Estate and Auction Company, Inc.

SCHRADER REAL ESTATE & AUCTION CO., INC. 950 N. Liberty Dr., Columbia City, IN 46725 260-244-7606 or 800-451-2709 SchraderAuction.com

