

165± Acres

Offered in 5 Tracts or Combinations

Wednesday, December 18 - 6pm EST



INFORMATION BOOK

- 156± Acres of Excellent Tillable Ground
- 9± Acres of Woods
- Easy Road Access to all Tracts
- Farming Rights in 2025
- Potential Build Sites

 ONLINE BIDDING AVAILABLE

Premier DeKalb County

LAND AUCTION

 **SCHRADER** 800.451.2709 2% Buyer's Premium
Real Estate and Auction Company, Inc. 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.

SELLER: D & H Farms LLC



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, combination of tracts, and the entire 165± acres. There will be open bidding on each individual tract, as well as combination of tracts.

BUYER'S PREMIUM: A 2% buyer's premium will be added to the final bid price and included in the contract purchase price.

DOWN PAYMENT: 10% down payment on the day of the 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 representation of the Sellers' acceptance or rejection.

DEED: Seller shall provide Warranty Deed(s).

CLOSING: The balance of the real estate purchase price is due at closing, which will take place on or before 30 days after auction, or as soon thereafter as applicable closing documents are completed by seller.

POSSESSION: Possession is at closing.

FARMING RIGHTS: Buyer will have all 2025 farming rights.

REAL ESTATE TAXES: Real estate taxes will be pro-rated to the date of closing.

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

BUILDING SITES: For purpose of building sites, it is the buyer's responsibility to check with the Dekalb County Planning Commission and Health Departments.

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

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

or aerial photos.

AGENCY: Schrader Real Estate and 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.**

AUCTION MANAGERS: Daniel Days • 260.233.1401 #RB22000867 & Jared Sipe • 260.750.1553 #RB14025024, #AU10700099
Schrader Real Estate and Auction Company, Inc. #BO090900079, #BO090700041, #CO81291723, #AC63001504

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REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

WEDNESDAY, DECEMBER 18, 2024

165± ACRES – DEKALB COUNTY, INDIANA

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,
P.O. Box 508, Columbia City, IN, 46725,
Email to auctions@schraderauction.com or fax to 260-244-4431, no later than Wednesday, December 11,
2024.

Otherwise, registration available onsite prior to the auction.

BIDDER INFORMATION

(FOR OFFICE USE ONLY)

Name _____

Bidder # _____

Address _____

City/State/Zip _____

Telephone: (Res) _____ (Office) _____

My Interest is in Tract or Tracts # _____

BANKING INFORMATION

Check to be drawn on: (Bank Name) _____

City, State, Zip: _____

Contact: _____ Phone No: _____

HOW DID YOU HEAR ABOUT THIS AUCTION?

Brochure Newspaper Signs Internet Radio TV Friend

Other _____

WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?

Regular Mail E-Mail E-Mail address: _____

Tillable Pasture Ranch Timber Recreational Building Sites

What states are you interested in? _____

Note: If you will be bidding for a partnership, corporation or other entity, you must bring documentation with you to the auction which authorizes you to bid and sign a Purchase Agreement on behalf of that entity.

I hereby agree to comply with terms of this sale including, but not limited to, paying all applicable buyer's premiums, and signing and performing in accordance with the contract if I am the successful bidder. Schrader Real Estate and Auction Company, Inc. represents the Seller in this transaction.

Signature: _____ Date: _____

Online Auction Bidder Registration
165± Acres • Dekalb County, Indiana
Wednesday, December 18, 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 Wednesday, December 18, 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, Wednesday, December 11, 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.

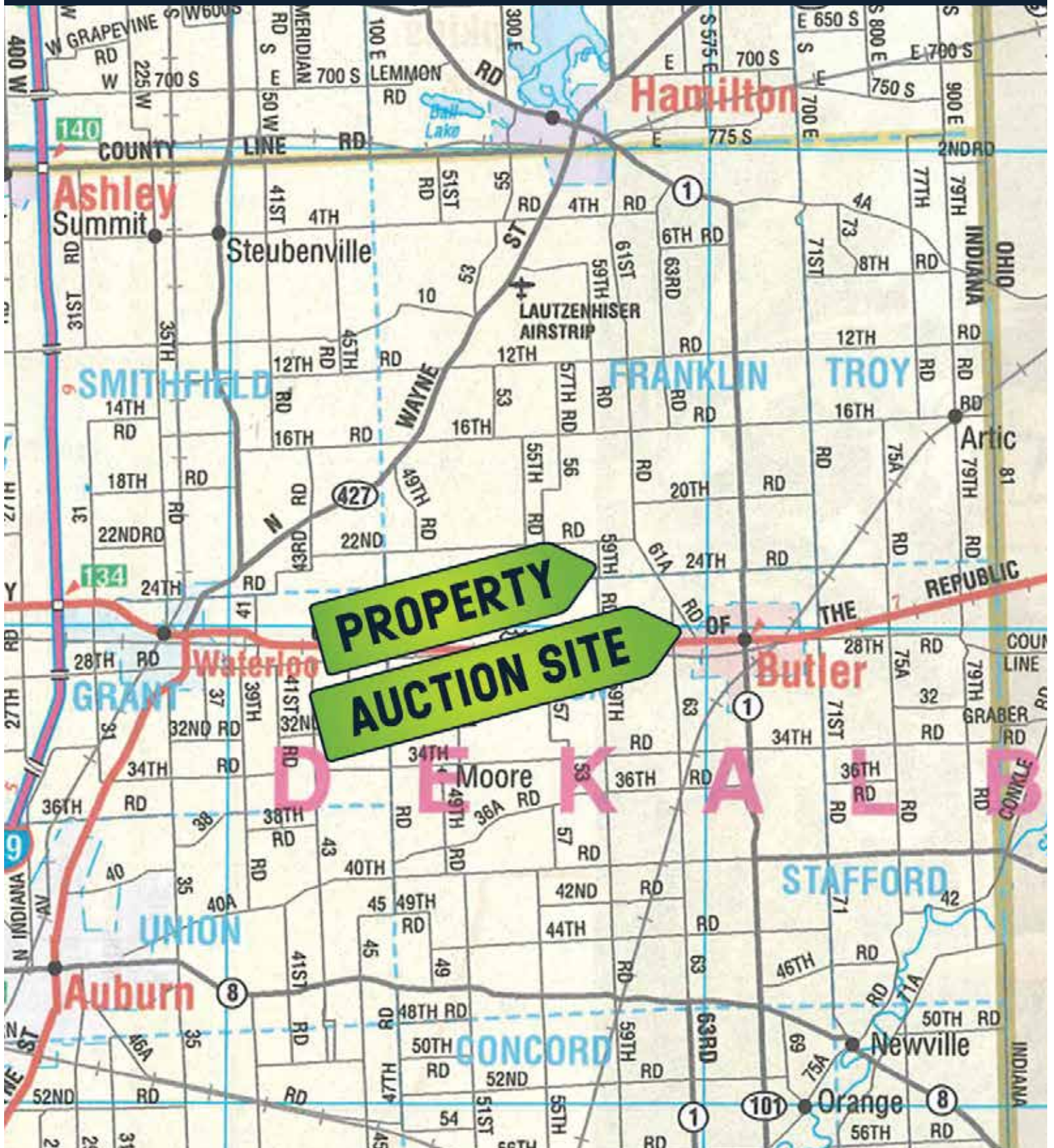
Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

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 & TRACT MAPS

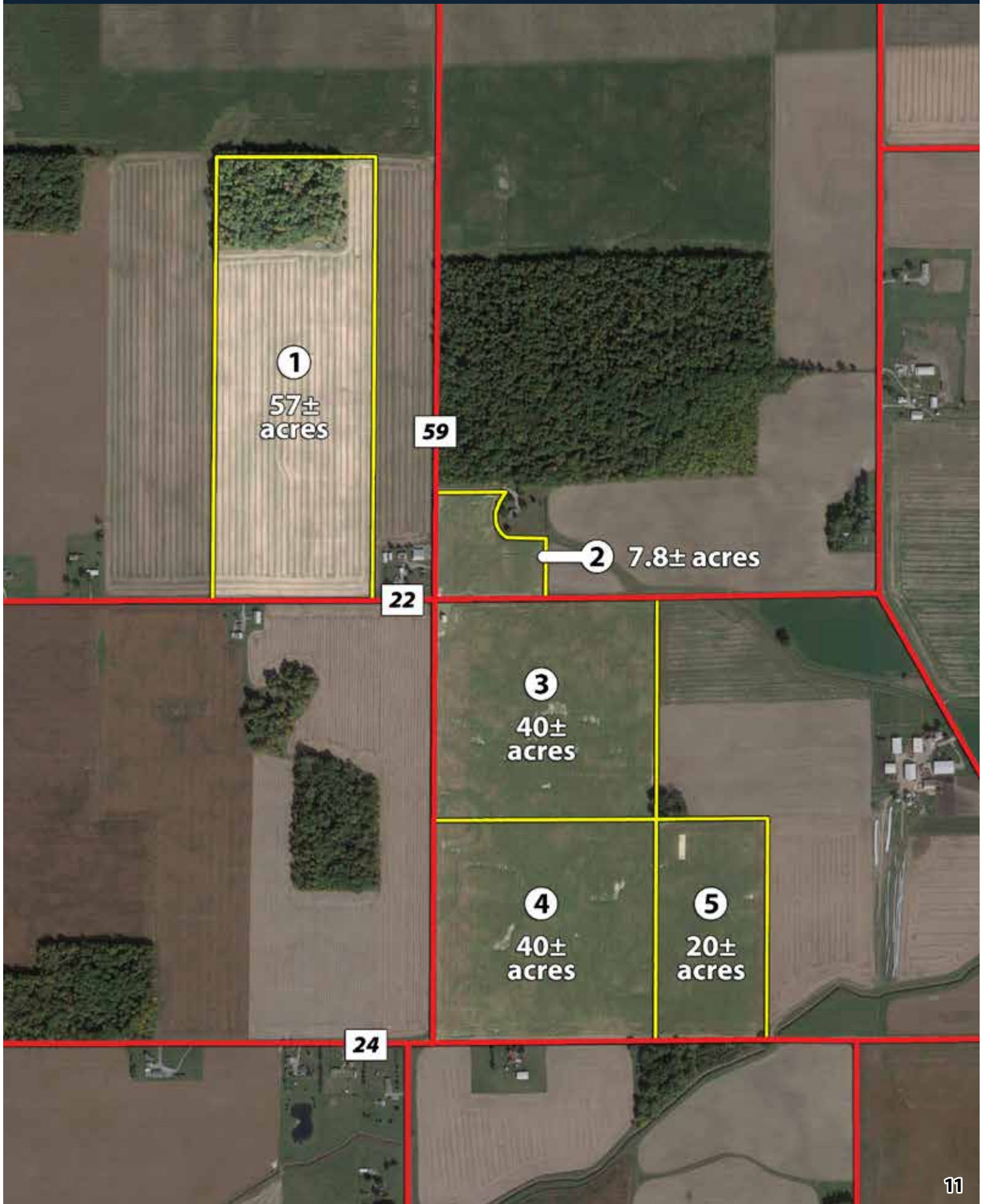
LOCATION & TRACT MAPS



**PROPERTY
AUCTION SITE**

AUCTION LOCATION: International Monster Truck Museum, 541 W Main St, Butler, IN 46793
PROPERTY LOCATION: Take State Road 6 east off of I-69. Go 7.5 miles and turn north onto County Road 59, travel 1 mile and you will arrive at tracts 4 and 5. Continue north on County Road 59 for the remaining tracts.

LOCATION & TRACT MAPS



①
57±
acres

59

② 7.8± acres

22

③
40±
acres

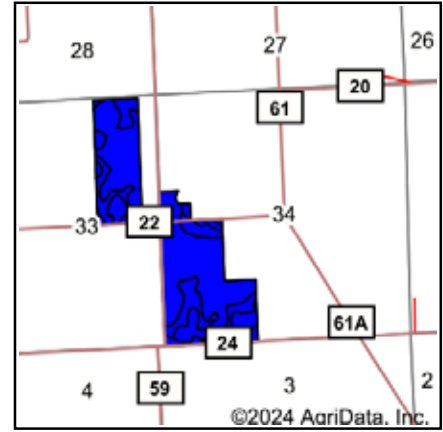
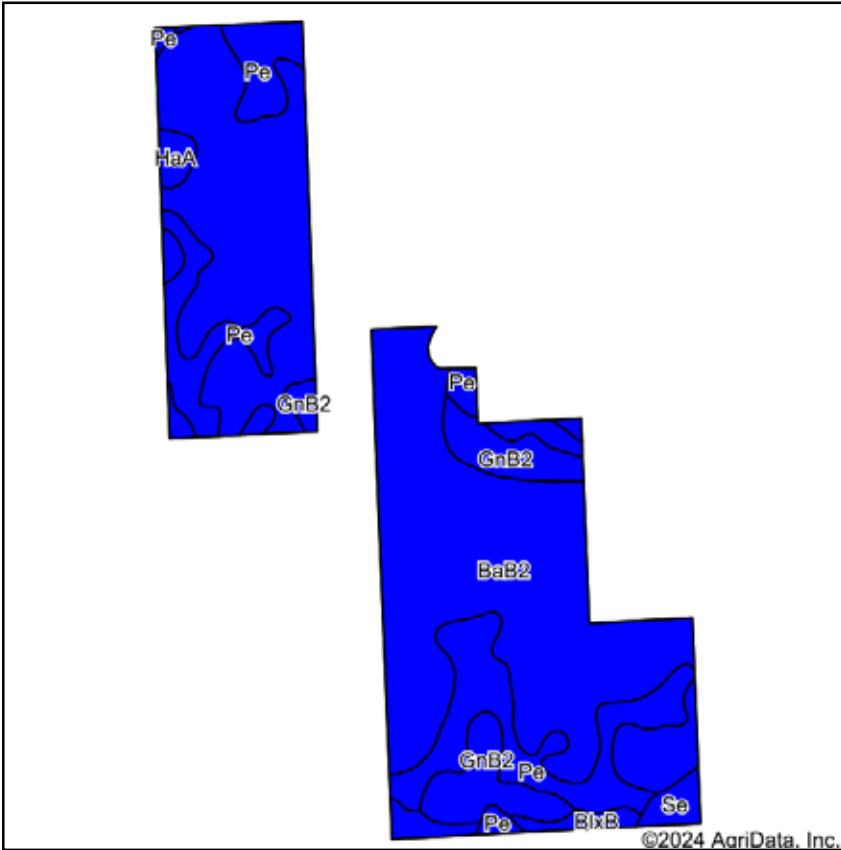
④
40±
acres

⑤
20±
acres

24

SOIL MAP

SOIL MAP



State: **Indiana**
 County: **DeKalb**
 Location: **34-35N-14E**
 Township: **Franklin**
 Acres: **165.15**
 Date: **11/14/2024**



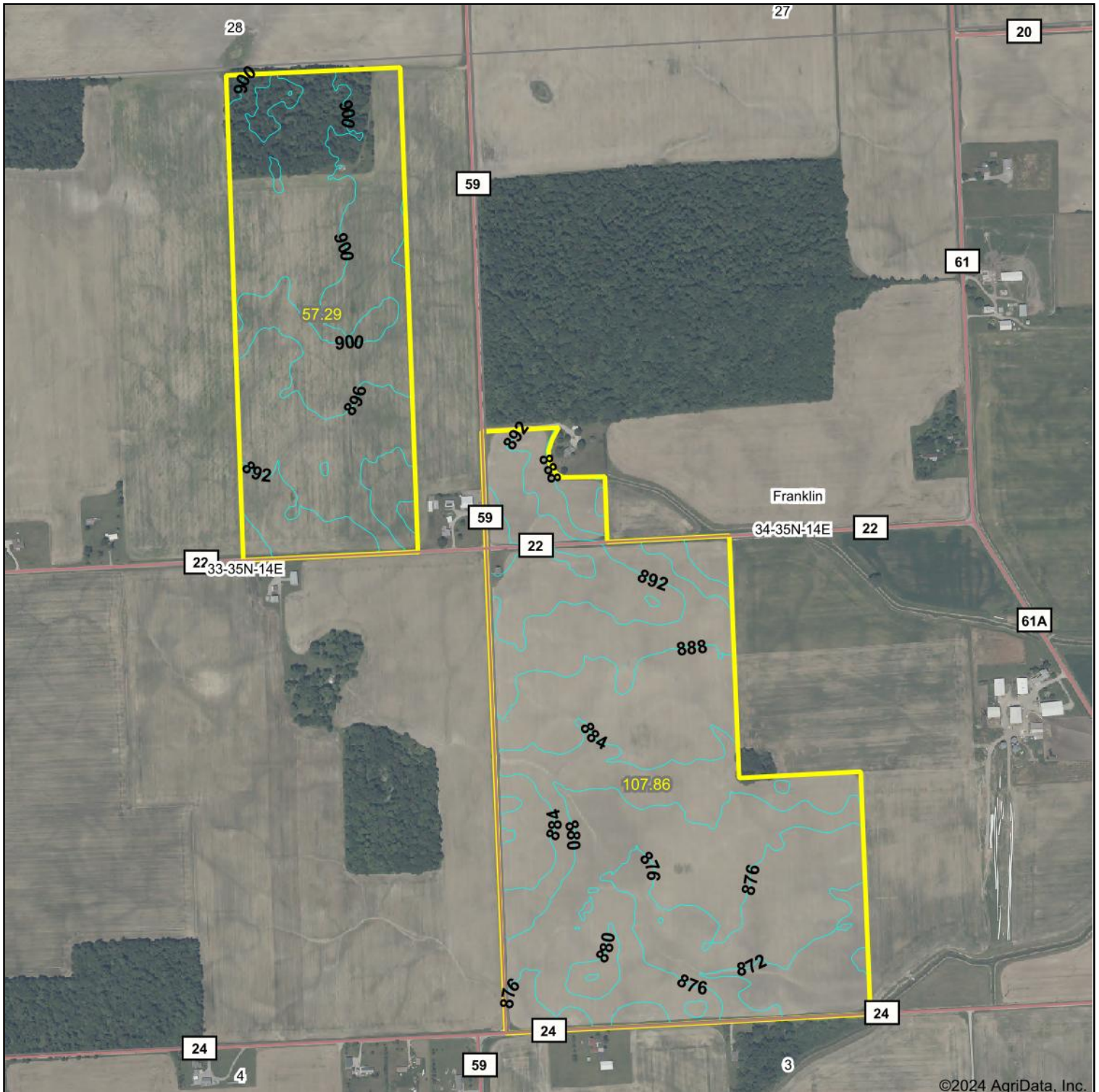
Soils data provided by USDA and NRCS.

Area Symbol: IN033, Soil Area Version: 29

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Corn silage Tons	Oats Bu	Pasture AUM	Soybeans Bu	Winter wheat Bu
BaB2	Blount loam, interlobate moraines, 1 to 4 percent slopes, eroded	113.53	68.7%		Ile	137	17		9	50	54
Pe	Pewamo silty clay	32.47	19.7%		Ilw	155	22		10	42	62
GnB2	Glynwood loam, 2 to 6 percent slopes, eroded	13.52	8.2%		Ile	128	18	78		41	56
Se	Sebewa loam, disintegration moraine, 0 to 1 percent slopes	2.15	1.3%		Ilw	133			9	37	65
BlxB	Blount loam, 2 to 6 percent slopes	1.79	1.1%		Ile	140	19		9	46	63
HaA	Haskins loam, 0 to 3 percent slopes	1.69	1.0%		Ilw	158				59	62
Weighted Average					2.00	140	17.7	6.4	8.4	47.6	56.1

TOPOGRAPHY MAP

TOPOGRAPHY CONTOURS MAP



©2024 AgriData, Inc.



Source: USGS 3 meter dem

Interval(ft): 4.0

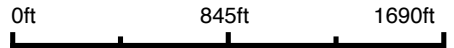
Min: 867.6

Max: 906.2

Range: 38.6

Average: 888.2

Standard Deviation: 9.71 ft



11/14/2024

34-35N-14E
DeKalb County
Indiana

Boundary Center: 41° 26' 59.85, -84° 54' 30.95



COUNTY TAX INFORMATION

COUNTY TAX INFORMATION

Tract 1

Assessment Year	2023	2022	2022 (Z)	2021	2020
Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
Improvement	\$0	\$0	\$0	\$0	\$0
Imp Res (1)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
Total	\$84,900	\$67,000	\$57,600	\$57,600	\$57,200
Total Res (1)	\$0	\$0	\$0	\$0	\$0
Total Non Res (2)	\$84,900	\$67,000	\$57,600	\$57,600	\$57,200
Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

Tax History - Auditor's Office

	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020
+ Spring Tax	\$533.08	\$401.66	\$394.13	\$395.51	\$468.38
+ Spring Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Tax	\$533.08	\$401.66	\$394.13	\$395.51	\$468.38
+ Fall Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq TS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq TS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Other Asses	\$242.94	\$357.54	\$197.04	\$297.90	\$13.74
	0145-00-0 Kingsattison 61135 - \$13.74 0455-00-0 Big Run62223 - \$229.20	0145-00-0 Kingsattison 61135 - \$13.74 0174-00-0 W A Dannells 61295 - \$114.60 0455-00-0 Big Run62223 - \$229.20	0093-00-0 John Huyck 60830 - \$68.70 0145-00-0 Kingsattison 61135 - \$13.74 0174-00-0 W A Dannells 61295 - \$114.60	0093-00-0 John Huyck 60830 - \$68.70 0455-00-0 Big Run62223 - \$229.20	0145-00-0 Kingsattison 61135 - \$13.74
+ Advert Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Tax Sale Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ NSF Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PTRC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HMST Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Circuit Breaker	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Over 65 CB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Charges	\$1,309.10	\$1,160.86	\$985.30	\$1,088.92	\$950.50
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Credits	(\$654.55)	(\$1,160.86)	(\$985.30)	(\$1,088.92)	(\$950.50)
+ Total Due	\$654.55	\$0.00	\$0.00	\$0.00	\$0.00

The Spring taxes are due May 10, 2024. Fall taxes will be due November 12, 2024.
Delinquent payments made after the fall due date will still show due in the year they were
originally assessed.
If paid, payment will show in the next tax year.

Payments

Year	Receipt #	Transaction Date	Amount
2023 Pay 2024	2068276	5/10/2024	\$654.55
2022 Pay 2023	2025537	11/9/2023	\$580.43
2022 Pay 2023	2001075	5/9/2023	\$580.43
2021 Pay 2022	1968759	11/9/2022	\$492.65
2021 Pay 2022	1948515	5/10/2022	\$492.65
2020 Pay 2021	1915338	11/10/2021	\$544.46
2020 Pay 2021	1893138	5/10/2021	\$544.46
2019 Pay 2020	1857763	11/10/2020	\$475.25
2019 Pay 2020	1832329	5/11/2020	\$475.25
2018 Pay 2019	1801200	11/12/2019	\$562.17
2018 Pay 2019	1776163	5/10/2019	\$562.17

The Spring taxes are due May 10, 2024. Fall taxes will be due November 12, 2024.

COUNTY TAX INFORMATION

Tract 2

	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020
* Spring Tax	\$76.60	\$58.16	\$56.11	\$56.00	\$66.62
+ Spring Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
* Fall Tax	\$76.60	\$58.16	\$56.11	\$56.00	\$66.62
+ Fall Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq TS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq TS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Other Assess	\$31.28	\$47.10	\$15.64	\$31.28	\$0.00
	0455-00-0 Big Run62223 - \$31.28	0174-00-0 W. A Dannells 61295 - \$15.70 0455-00-0 Big Run62223 - \$31.40	0174-00-0 W. A Dannells 61295 - \$15.64	0455-00-0 Big Run62223 - \$31.28	
* Advert Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
* Tax Sale Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
* NSF Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PTRC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HMST Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Circuit Breaker	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Over 65 CB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
= Charges	\$184.48	\$163.42	\$127.86	\$143.28	\$133.24
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Credits	(\$92.24)	(\$163.42)	(\$127.86)	(\$143.28)	(\$133.24)
= Total Due	\$92.24	\$0.00	\$0.00	\$0.00	\$0.00

The Spring taxes are due May 10, 2024. Fall taxes will be due November 12, 2024.
 Delinquent payments made after the fall due date will still show due in the year they were
 originally assessed.
 If paid, payment will show in the next tax year.

Payments

Year	Receipt #	Transaction Date	Amount
2023 Pay 2024	2068275	5/10/2024	\$92.24
2022 Pay 2023	2025538	11/9/2023	\$81.71
2022 Pay 2023	2001076	5/9/2023	\$81.71
2021 Pay 2022	1968760	11/9/2022	\$63.93
2021 Pay 2022	1948514	5/10/2022	\$63.93
2020 Pay 2021	1915339	11/10/2021	\$71.64
2020 Pay 2021	1893139	5/10/2021	\$71.64
2019 Pay 2020	1857764	11/10/2020	\$66.62
2019 Pay 2020	1832326	5/11/2020	\$66.62
2018 Pay 2019	1801199	11/12/2019	\$73.90
2018 Pay 2019	1776164	5/10/2019	\$73.90

The Spring taxes are due May 10, 2024. Fall taxes will be due November 12, 2024.

COUNTY TAX INFORMATION

Tracts 3-4

Transfer History (Tax)

Sale Date	Transfer From	Instrument	Book/Page	Doc Nbr		
12/27/2001	Unknown At Conversion					
	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019
Land	\$128,600.00	\$101,500.00	\$87,000.00	\$86,300.00	\$105,200.00	\$108,600.00
Res Land	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Improve	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
Res Improve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Assessment Year	2023	2022	2022 (2)	2021	2020	
Reason	Annual Adjustment	Annual Adjustment	MISCELLANEOUS	Annual Adjustment	Annual Adjustment	
As Of Date	4/10/2023	3/28/2022	1/21/2022	3/31/2021	4/14/2020	
Land	\$128,600	\$101,500	\$87,300	\$87,000	\$86,300	
Land Res (1)	\$0	\$0	\$0	\$0	\$0	
Land Non Res (2)	\$128,600	\$101,500	\$87,300	\$87,000	\$86,300	
Land Non Res (3)	\$0	\$0	\$0	\$0	\$0	
Improvement	\$300	\$300	\$300	\$300	\$300	
Imp Res (1)	\$300	\$300	\$300	\$300	\$300	
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0	
Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0	
Total	\$128,900	\$101,800	\$87,600	\$87,300	\$86,600	
Total Res (1)	\$300	\$300	\$300	\$300	\$300	
Total Non Res (2)	\$128,600	\$101,500	\$87,300	\$87,000	\$86,300	
Total Non Res (3)	\$0	\$0	\$0	\$0	\$0	
	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020	
+ Spring Tax	\$809.02	\$609.96	\$596.98	\$598.37	\$709.57	
+ Spring Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
+ Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
+ Fall Tax	\$809.02	\$609.96	\$596.98	\$598.37	\$709.57	
+ Fall Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
+ Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
+ Delq NTS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
+ Delq NTS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
+ Delq TS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
+ Delq TS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
+ Other Assess	\$320.00	\$480.06	\$160.00	\$320.00	\$0.00	
	0455-00-0 Big Run62223 - \$320.00	0174-00-0 W. A. Dannells 61295 - \$160.02 0455-00-0 Big Run62223 - \$320.04	0174-00-0 W. A. Dannells 61295 - \$160.00	0455-00-0 Big Run62223 - \$320.00		
+ Advert Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
+ Tax Sale Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
+ NSF Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
PTRC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
HMST Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Circuit Breaker	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Over 65 CB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
= Charges	\$1,938.04	\$1,699.98	\$1,353.96	\$1,516.74	\$1,419.14	
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
- Credits	(\$969.02)	(\$1,699.98)	(\$1,353.96)	(\$1,516.74)	(\$1,419.14)	
= Total Due	\$969.02	\$0.00	\$0.00	\$0.00	\$0.00	

The Spring taxes are due May 10, 2024. Fall taxes will be due November 12, 2024.
 Delinquent payments made after the fall due date will still show due in the year they were
 originally assessed.
 If paid, payment will show in the next tax year.

COUNTY TAX INFORMATION

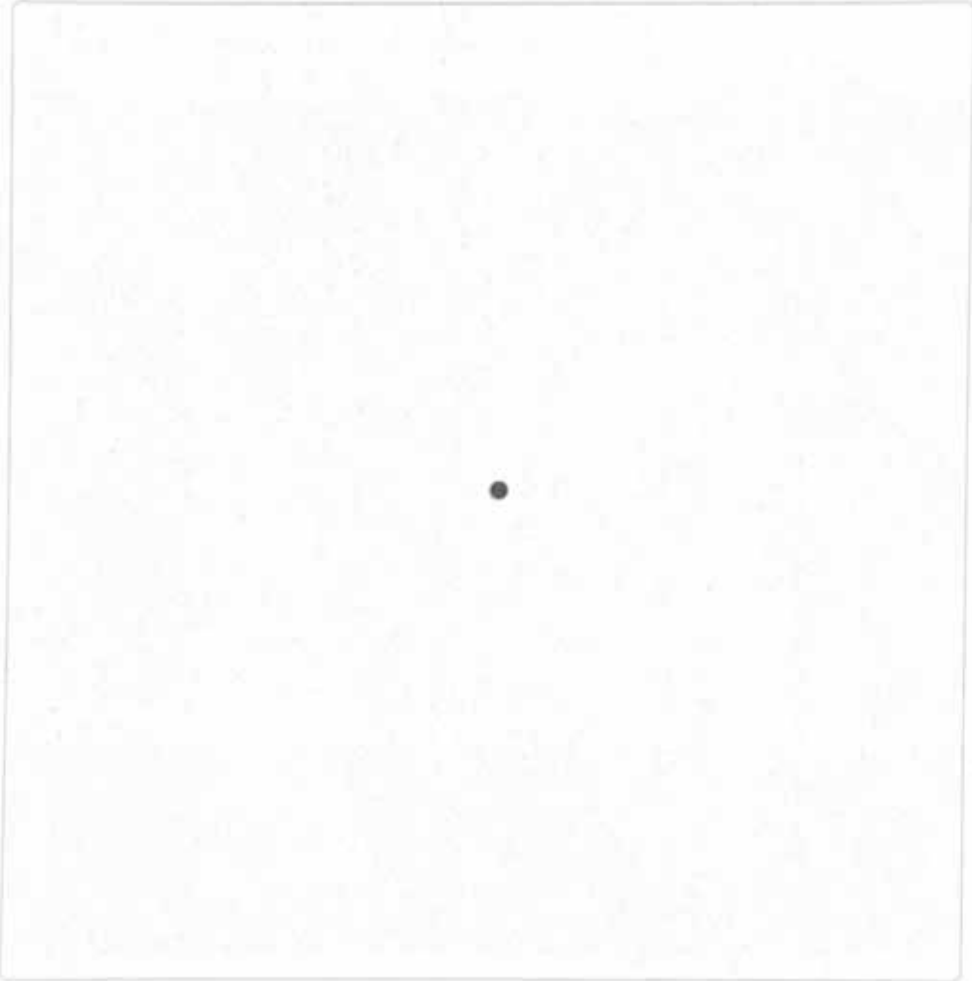
Tracts 3-4

Payments

Year	Receipt #	Transaction Date	Amount
2023 Pay 2024	2068274	5/10/2024	\$969.02
2022 Pay 2023	2025539	11/9/2023	\$849.99
2022 Pay 2023	2001077	5/9/2023	\$849.99
2021 Pay 2022	1968761	11/9/2022	\$676.98
2021 Pay 2022	1948513	5/10/2022	\$676.98
2020 Pay 2021	1915341	11/10/2021	\$758.37
2020 Pay 2021	1893140	5/10/2021	\$758.37
2019 Pay 2020	1857765	11/10/2020	\$709.57
2019 Pay 2020	1832328	5/11/2020	\$709.57
2018 Pay 2019	1801201	11/12/2019	\$788.61
2018 Pay 2019	1776165	5/10/2019	\$788.61

The Spring taxes are due May 10, 2024. Fall taxes will be due November 12, 2024.

Sketches - Assessor's Office



COUNTY TAX INFORMATION

Tract 5

	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020
+ Spring Tax	\$216.62	\$163.66	\$160.80	\$161.11	\$191.12
+ Spring Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Tax	\$216.62	\$163.66	\$160.80	\$161.11	\$191.12
+ Fall Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq TS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq TS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Other Assess	\$80.00	\$120.00	\$40.00	\$80.00	\$0.00
	0455-00-0 Big Run62223 - \$80.00	0174-00-0 W. A. Dannells 61295 - \$40.00 0455-00-0 Big Run62223 - \$80.00	0174-00-0 W. A. Dannells 61295 - \$40.00	0455-00-0 Big Run62223 - \$80.00	
+ Advert Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Tax Sale Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ NSF Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PTRC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HMST Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Circuit Breaker	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Over 65 CB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Charges	\$513.24	\$447.32	\$361.60	\$402.22	\$382.24
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$20.11	\$0.00
- Credits	(\$256.62)	(\$447.32)	(\$361.60)	(\$422.33)	(\$382.24)
+ Total Due	\$256.62	\$0.00	\$0.00	(\$20.11)	\$0.00

The Spring taxes are due May 10, 2024. Fall taxes will be due November 12, 2024.
Delinquent payments made after the fall due date will still show due in the year they were
originally assessed.
If paid, payment will show in the next tax year.

Payments

Year	Receipt #	Transaction Date	Amount
2023 Pay 2024	2068273	5/10/2024	\$256.62
2022 Pay 2023	2025540	11/9/2023	\$223.66
2022 Pay 2023	2001078	5/9/2023	\$223.66
2021 Pay 2022	1968762	11/9/2022	\$180.80
2021 Pay 2022	1948512	5/10/2022	\$180.80
2020 Pay 2021	1915340	11/10/2021	\$201.11
2020 Pay 2021	1893137	5/10/2021	\$221.22
2019 Pay 2020	1857762	11/10/2020	\$191.12
2019 Pay 2020	1832327	5/11/2020	\$191.12
2018 Pay 2019	1801198	11/12/2019	\$212.30
2018 Pay 2019	1776166	5/10/2019	\$212.30

The Spring taxes are due May 10, 2024. Fall taxes will be due November 12, 2024.

PRELIMINARY TITLE

PRELIMINARY TITLE

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 EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

COMMITMENT TO ISSUE POLICY

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



PRELIMINARY TITLE

- 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.

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.

PRELIMINARY TITLE

- 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 <http://www.alta.org/arbitration>.

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PRELIMINARY TITLE

American Land Title Association

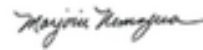
Commitment for Title Insurance
2021 v. 01.00 (07-01-2021)

**COMMONWEALTH LAND TITLE INSURANCE
COMPANY**

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



By: _____
Michael J, Nolan, President



By: _____
Marjorie Nemzura, Secretary

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.



PRELIMINARY TITLE

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: 120 West 8th Street
Auburn, IN 46706
Issuing Office's ALTA® Registry ID: 1125584
Loan ID Number:
Commitment Number: 24-1411
Issuing Office File Number: 24-1411
Property Address: County Road 22, Butler, IN 46721
Revision Number:

SCHEDULE A

1. Commitment Date: September 30, 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**

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:
D & H Farms, LLC, an Indiana Limited Liability Company
5. 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
120 West 8th Street, Auburn, IN 46706
Telephone: (260) 636-2692


COMMONWEALTH LAND TITLE INSURANCE COMPANY
P.O. Box 45023, Jacksonville, FL 32232-5023

Countersigned by:



Molly McAfee-Eddy, License #461237
Assurance Title Company LLC, License #924500


By: _____
Michael J. Nolan, President


By: _____
Marjorie Nemzura, Secretary

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PRELIMINARY TITLE

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. 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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PRELIMINARY TITLE

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.
8. Taxes for 2023 payable 2024
Parcel No. 04-03-34-100-004
Tax Unit of Franklin Township
State ID No. 17-03-34-100-004.000-005
May 10 \$76.60 PAID
November 12 \$76.60 NOT PAID
Assessed Valuation: Land \$12,200 Improvements \$0
Exemptions \$0
9. Annual assessment of \$31.28 for maintenance of Drain #455-00-0, 2024,
May 10 \$15.64 PAID, November 12 \$15.64 NOT PAID.
10. Taxes for 2023 payable 2024
Parcel No. 04-03-34-300-003
Tax Unit of Franklin Township
State ID No. 17-03-34-300-003.000-005
May 10 \$216.62 PAID
November 12 \$216.62 NOT PAID
Assessed Valuation: Land \$34,500 Improvements \$0

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PRELIMINARY TITLE

American Land Title Association

Commitment for Title Insurance
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Exemptions \$0

11. Annual assessment of \$80.00 for maintenance of Drain #455-00-0, 2024,
May 10 \$40.00 PAID, November 12 \$40.00 NOT PAID.
12. Taxes for 2023 payable 2024
Parcel No. 04-03-33-200-003
Tax Unit of Franklin Township
State ID No. 17-03-33-200-003.000-005
May 10 \$533.08 PAID
November 12 \$533.08 NOT PAID
Assessed Valuation: Land \$84,900 Improvements \$0
Exemptions \$0
13. Annual assessment of \$229.20 for maintenance of Drain #455-00-0, 2024,
May 10 \$114.60 PAID, November 12 \$114.60 NOT PAID.
14. Annual assessment of \$13.74 for maintenance of Drain #145-00-0, 2024,
May 10 \$6.87 PAID, November 12 \$6.87 NOT PAID.
15. Taxes for 2023 payable 2024
Parcel No. 04-03-34-300-001
Tax Unit of Franklin Township
State ID No. 17-03-34-300-001.000-005
May 10 \$809.02 PAID
November 12 \$809.02 NOT PAID
Assessed Valuation: Land \$128,600 Improvements \$300
Exemptions \$0
16. Annual assessment of \$320.00 for maintenance of Drain #455-00-0, 2024,
May 10 \$160.00 PAID, November 12 \$160.00 NOT PAID.
17. Taxes for 2024 due and payable 2025, and subsequent taxes.
18. 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.
19. The address shown on Schedule A, is solely for the purpose of identifying said tract and should not be construed as insuring the address shown in the description of the land.
20. Any and all liens, assessments, impact fees and zoning ordinances, now carried on the municipal records of the City of Butler, Indiana.
21. Right of way for drainage tiles, feeders and laterals, if any.
22. Rights of the public, State of Indiana, County of DeKalb and the municipality in and to that part of the premises taken or used for road purposes.
23. Any governmental limitations or regulations respecting access to abutting roads, streets or highways.

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PRELIMINARY TITLE

24. Easement from Arthur Husselman and Winifred Husselman, his wife, and George B. Lehman and Delta Lenore Lehman, his wife to Indiana & Michigan Electric Company, dated November 25, 1940, recorded September 29, 1941 in Deed Record 114 at page 170.
25. Easement from Orin Deems to Indiana & Michigan Electric Company, dated May 15, 1956, recorded May 31, 1956 in Deed Record 129 at page 9.
26. Easement from Dean C. Weicht and Hazel V. Weicht to American Telephone and Telegraph Company, dated February 27, 1969, recorded April 28, 1969 in Deed Record 146 at page 228, as modified by a grant of additional line rights recorded January 25, 1989 in Deed Record 192 at page 359.
27. Right of Way Grant from Dean C. Weicht and Hazel V. Weicht, husband and wife to Northern Indiana Fuel and Light Company, dated December 1, 1971, recorded December 2, 1971 in Deed Record 151 at page 236.
28. Easement from Dean Weicht and Hazel Weicht, his wife to Indiana & Michigan Electric Company, dated March 22, 1946, recorded July 9, 1946 in Deed Record 119 at page 462.
29. Easement from Dean C. Weicht and Hazel V. Weicht to American Telephone and Telegraph Company, dated March 19, 1968, recorded March 24, 1968 in Deed Record 144 at page 322.
30. Pending case, being a Complaint, entitled Casey A. Barber, Cynthia A. Barber v. James L. Smyth, Jason L. Smyth, Tina M. Smyth, et al, filed October 12, 2023 in the DeKalb Superior Court 2 under cause number 17D02-2310-PL-000045.

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PRELIMINARY TITLE

American Land Title Association

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

EXHIBIT "A"

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

A part of a Ten (10) acre square (660 x 660 feet) located in the Southwest corner of the Northwest Quarter of Section 34, Township 35 North, Range 14 East, Franklin Civil Township, DeKalb County, Indiana, more particularly described as follows:

Commencing at a point of beginning (POB) located at the West Quarter corner of said Section 34, marked by an existing Harrison Survey marker in the intersection of County Roads 22nd and 59th; thence North 00 degrees 00 minutes 00 seconds East (assumed bearing for basis of bearings) along the West line of the said Northwest Quarter section, a distance of 635.00 feet to a railroad spike set in gravel road; thence departing said section line and road, North 90 degrees 00 minutes 00 seconds East - 430.00 feet to the East bank of existing county open drain; thence South 22 degrees 00 minutes West - 200 feet along said East side of open drainage ditch to a point of curvature for a curve to the left having a radius of 129.99 feet; thence on a chord bearing South 38 degrees 51 minutes 22 seconds East, a distance of 116.41 feet to the point of tangency of said curve on the Easterly side of said open drain; thence continuing along the Northerly side of open drain, North 88 degrees 15 minutes East - 232 feet to the East line of aforementioned Ten (10) acre tract; thence continuing South 00 degrees 00 minutes East parallel to the West line of said Northwest Quarter section, a distance of 366 feet more or less to the South line of said quarter section; thence South 89 degrees 01 minutes 58 seconds West - 660.00 feet along the said South line to the place of beginning (POB); containing 7.82 acres more or less.

ALSO:

The West Half (1/2) of the Southwest Quarter (1/4) of Section 34 together with the West Half (1/2) of the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of Section 34, all in Township 35 North, Range 14 East, Franklin Civil Township, DeKalb County, Indiana, more particularly described as follows:

Commencing at a point of beginning (POB) at the West Quarter (1/4) corner of said Section 34, at a County Harrison Survey Marker in the intersection of County Roads 22nd and 59th; thence running North 89 degrees 01 minutes 58 seconds East - 1323.57 feet on the North line of said Southwest Quarter section to a PK Nail set in road pavement; thence departing North section line and road, South 00 degrees 15 minutes 43 seconds East - 1317.94 feet along the East line of the West Half (1/2) of said Southwest Quarter section to a "David Monument" set; thence North 89 degrees 02 minutes 17 seconds East - 661.24 feet along the North line of the Southeast Quarter of the Southwest Quarter of said Section 34, to a "David Monument" set; thence South 00 degrees 14 minutes 17 seconds East - 1318.01 feet along the East line of the West Half of the said Southeast Quarter section, to a Railroad spike set in gravel County Road on the South line of said Southwest Quarter section also on the South line of Franklin Civil Township; thence South 89 degrees 02 minutes 37 seconds West - 1982.10 feet along the South line of said Southwest Quarter section and township line to a County Harrison Survey Marker found at the Southwest corner of said Section 34, in the intersection of County Roads 24th and 59th; thence North 00 degrees 18 minutes 32 seconds West - 2635.60 feet along the West line of the said Southwest Quarter section to the place of beginning (POB); containing 100.013 acres more or less.

ALSO:

A part of the East Half (1/2) of the Northeast Quarter (1/4) of Section 33, Township 35 North, Range 14 East, Franklin Civil Township, DeKalb County, Indiana, with a boundary more particularly described as follows:

Commencing at the Northeast corner of said Section 33 at an iron rod found in the gravel County Road 59th; thence departing said corner and road, South 89 degrees 37 minutes 04 seconds West - 369.37 feet along the North line of said Northeast Quarter (1/4) section of Section 33, to a "David Monument" set at the True Point of Beginning (TPOB); thence continuing South 89 degrees 37 minutes 04 seconds West - 953.37 feet along said section line to a "David Monument"

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PRELIMINARY TITLE

American Land Title Association

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

set; thence South 00 degrees 05 minutes 19 seconds East - 2644.30 feet along the West line of said East Half of said Northeast Quarter section to a PK Nail set in asphalt County Road 22nd on the South line of said Quarter (1/4) section; thence North 89 degrees 14 minutes 45 seconds East - 949.37 feet along the South line of said Quarter (1/4) section to a PK Nail set; thence departing said section line and road, North 00 degrees 00 minutes 00 seconds East - 2637.89 feet parallel to the East line of said Northeast Quarter section, to the True Place of Beginning (TPOB); containing 57.692 acres more or less.

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