

Monday, May 19 • 6pm

Allen County - Woodburn, IN



INFORMATION BOOK



ONLINE BIDDING AVAILABLE

74[±] acres

Offered in 6 Tracts
or Combinations

Woebbeking Farm Auction

- 74+ Acres with a Mix of Productive Farmland, a Serene 8+ Acre Lake & Multiple Potential Building Sites
- Two Homes - A Classic Two-story Farmhouse & an Immaculate Second Home
- Multiple Outbuildings - Including a Large Pole Barn, a Workshop & Additional Storage Buildings
- Abundant Road Frontage for Easy Access & Development Opportunities

SCHRADER
REAL ESTATE & AUCTION
of Fort Wayne

260.749.0445 • 866.340.0445
www.SchraderFortWayne.com
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.

SELLERS: The Virgil E. Woebbecking & Ruth H. Woebbecking Revocable Trust



SCHRADER REAL ESTATE AND AUCTION OF FORT WAYNE, LLC
7009 N River Rd, Fort Wayne, IN 46815
260-749-0445 • 866-340-0445
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TERMS & CONDITIONS

PROCEDURE: The property will be offered in 6 individual tracts, any combination of tracts & as a total 74± acre unit. There will be open bidding on all tracts & combinations during the auction as determined by the Auctioneer. Bids on tracts, tract combinations & the total property may compete.

PURCHASE DOCUMENTS: Immediately after the bidding concludes, each high bidder will sign purchase documents in the form provided in the bidder packets. All information contained in the marketing materials, including this brochure, is subject to the final definitive terms to be set forth in the purchase documents.

PAYMENT TERMS: 10% Cash down payment at close of auction. Cash or cashier's check or a personal or corporate check immediately negotiable is satisfactory for the down payment. YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, SO BE SURE YOU HAVE ARRANGED FINANCING, IF NEEDED, & ARE CAPABLE OF PAYING CASH AT CLOSING.

APPROVAL OF BID PRICES: Seller reserves the right to reject any & all bids.

DEED: Seller shall provide a Trustee's Deed & Owner's Title Insurance Policy.

EVIDENCE OF TITLE: Owner's title insurance will be furnished at Seller's expense. Preliminary title insurance schedules will be available for review prior to the auction.

CLOSING: Balance of purchase price is due in cash at closing. The targeted closing date will be approximately 30 days after the closing. The cost for an insured closing will be shared 50/50 between Buyer & Seller.

POSSESSION: Possession is at closing on main home & lake subject to tenant farmer's right to farm tillable land for 2025 crop year. The Buyer(s) of Tracts 2, &

4-6 shall receive cash rent payment of \$225 per acre by December 15, 2025. Possession of the second home on Tract 1 shall be on or before August 1, 2025.

REAL ESTATE TAXES: The 2025 taxes due in 2026 will be pro-rated to the date of closing.

DITCH ASSESSMENTS: Buyer shall pay all ditch assessments due after closing.

ACREAGE: All acreage is approximate & has been estimated based on current legal descriptions and/or aerial photos.

SURVEY: The Seller shall provide a new survey where there is no existing legal description or where new boundaries are created by the tract divisions in the auction. Any need for a new survey will be determined solely by the Seller, cost of the survey will be split 50/50 between Buyer & Seller. The type of survey performed shall be at the Seller's option & sufficient for providing title insurance. Closing prices shall be adjusted to reflect any difference between advertised & surveyed acres.

TRACT MAPS ACRES: Pre-auction tract maps & acre estimates are approximations provided for identification & illustration purposes only. They are not provided for as survey products & are not intended to depict or establish authoritative boundaries or locations.

EASEMENTS: All real estate is being sold subject to any existing recorded easements. Existing recorded leases, if any will be assigned to the Buyer.

AGENCY: Schrader Real Estate & Auction of Fort Wayne, LLC & its representatives are exclusive agents of the Seller.

DISCLAIMER & ABSENCE OF WARRANTIES: All information contained in this brochure & all related materials is subject to the Terms & Conditions outlined in the Purchase Agreement. Your bids are to be based solely upon your inspection.

All real estate is sold "as is" without physical warranty. Seller & agent are not assuming any responsibility for warranty of any specific zoning classifications, location of utilities, assurance of building permits, driveway permits or water & septic permits. Tract acreage has been estimated based on aerial photographs. The property is being sold on an "AS IS, WHERE IS" basis, & no warranty or representation, either express or implied, concerning the property is made by the Seller or the Auction Company. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquires, & 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. All sketches & dimensions in this brochure are approximate. Except for any express warranties set forth in the sale documents, purchaser(s) assumes all risks thereof & acknowledges that in consideration of the other provisions contained in the sale documents, Seller & the Auction Company make no warranty or representation, express or implied or arising by operation of law, including an warranty of merchantability or fitness for a particular purpose of the property, or any part thereof, & in no event shall Seller or the Auction Company be liable for any consequential damages. Conduct of the auction & increments of bidding are at the direction & discretion of the auctioneer. The Seller & Auction Company 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 MANAGER: Jerry Ehle • 260.410.1996 #AU19300123, #RB14044208
#LC20700176, #AC63001504

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REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

MONDAY, MAY 19, 2025

74± ACRES – ALLEN 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 Monday, May 12, 2025.

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
74± Acres • Allen County, Indiana
Monday, May 19, 2025

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 Monday, May 19, 2025 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, Monday, May 12, 2025**. 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.

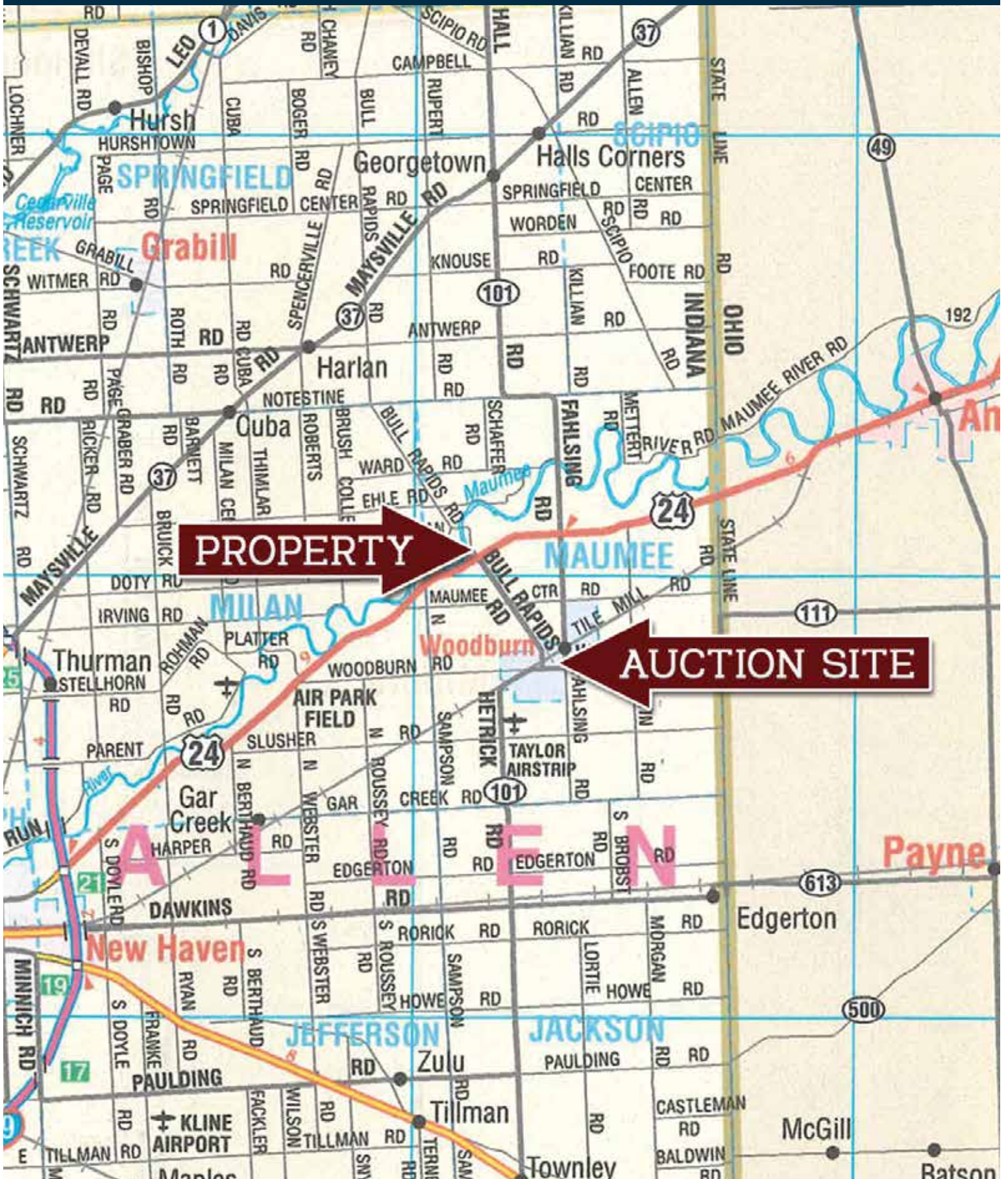
Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

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 MAP



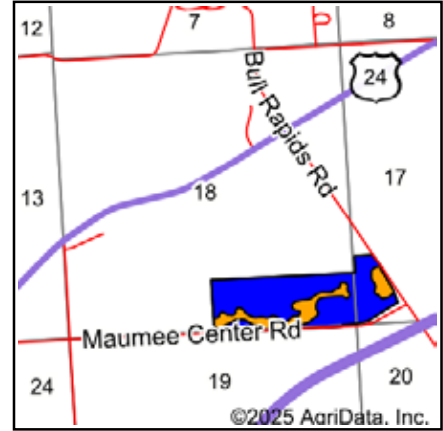
AUCTION LOCATION: Auction Held at Woodburn Community Center, 22651 Main St, Woodburn, IN 46797
PROPERTY LOCATION: 6131 Bull Rapids Rd, Woodburn, IN 46797. Just one mile north of Woodburn

TRACT MAP



SOILS MAP

SOILS MAP



State: **Indiana**
 County: **Allen**
 Location: **18-31N-15E**
 Township: **Maumee**
 Acres: **77.53**
 Date: **3/17/2025**



Soils data provided by USDA and NRCS.

Area Symbol: IN003, Soil Area Version: 24

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Corn silage Tons	Grass legume hay Tons	Pasture AUM	Soybeans Bu	Winter wheat Bu	
HtA	Hoytville silty clay, 0 to 1 percent slopes	61.09	78.8%		Ilw	145			5	9	40	59
Np	Nappanee silty clay loam	16.44	21.2%		Illw	126	17		5	8	41	57
Weighted Average						2.21	141	3.6	5	8.8	40.2	58.6

TOPOGRAPHY CONTOURS MAP

TOPOGRAPHY CONTOURS MAP



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Source: USGS 3 meter dem

Interval(ft): 3.0

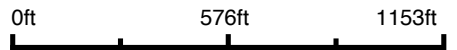
Min: 742.8

Max: 750.9

Range: 8.1

Average: 748.5

Standard Deviation: 1.54 ft



3/17/2025

18-31N-15E
Allen County
Indiana

Boundary Center: 41° 8' 27.78, -84° 52' 17.29

Maps Provided By:



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FSA INFORMATION

FSA INFORMATION

INDIANA
ALLEN
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

FARM : 9722
Prepared : 3/26/25 12:26 PM CST
Crop Year : 2025

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

Operator Name : None
CRP Contract Number(s) : 18-003-2010-139 :
Recon ID : None
Transferred From : Eligible
ARCPLC G//F Eligibility

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
76.46	67.68	72.88	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD	
0.00	0.00	72.88	0.00		0.00	0.00	5.20	0.00	

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	CORN, SOYBN	None

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	29.49	0.00	143	
Soybeans	43.39	0.00	52	
TOTAL	72.88	0.00		

NOTES

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Tract Number : 3232

Description : N5/1B MAUMEE TWP SEC 18 NORTH OF MAUMEE CNTR ROAD
FSA Physical Location : INDIANA/ALLEN
ANSI Physical Location : INDIANA/ALLEN
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : VIRGIL E AND RUTH H WOEBBEKING REV TRUST
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
76.46	67.68	72.88	0.00	0.00	0.00	0.00	0.0

FSA INFORMATION

INDIANA
ALLEN
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 9722
Prepared : 3/26/25 12:26 PM CST
Crop Year : 2025

Tract 3232 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	72.88	0.00	0.00	0.00	5.20	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	29.49	0.00	143
Soybeans	43.39	0.00	52
TOTAL	72.88	0.00	

NOTES

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

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

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

FSA INFORMATION

USDA Farm 9722 Tract 3232
Administered by: Allen County, Indiana

OP: VIRGIL E AND RUTH H WOEBBEKING REV TRUST
Source: Primarily USDA NAIP 2024 imagery; IDHS or Dynamap roads; FSA data 2025-03-11 07:16:17

2025 Certification map prepared on: 3/12/2025
76.46 Tract acres
67.68 Cropland acres
0 CRP acres

Wetland Determination Identifiers:
● Restricted Use **TRS: 31N15E18**
▼ Limited Restrictions **Allen**
■ Exempt from Conservation Compliance Provisions

CLU Acres HEL LC Contract Prac Yr C I
3 67.68 N 2 Y

Crop:
Date:
Shares:

USDA FSA maps are for FSA program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts information provided directly from the producer and/or NAIP imagery. The producer accepts the data "as is" and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NIRS.

TAX INFORMATION

TAX INFORMATION

AG/RURAL RES HOMESIT 1/4

101, Cash Grain/General Farm

6131 BULL RAPIDS RD

Woebeking Virgil E & Ruth H C

02-10-17-300-002.000-052

Notes

Transfer of Ownership

Ownership

General Information

Parcel Number 02-10-17-300-002.000-052
 Local Parcel Number 21-0017-0012
 Tax ID: SW 1/4 SW 1/4 W OF RD SEC 17 EX PT TO STATE
 Routing Number
 Property Class 101 RENTAL
 Cash Grain/General Farm
 Year: 2024

Owner: Woebeking Virgil E & Ruth H C
 Date: 10/17/2001
 Doc ID: 01171736
 Code: WD
 Book/Page: 01171736 /

Location Information
 County: Allen
 Township: MAUMEE TOWNSHIP
 District 052 (Local 021)
 School Corp 0255
 EAST ALLEN COUNTY
 Neighborhood 521008-052
 AG/RURAL RES HOMESITES 01-0

Legal
 SW 1/4 SW 1/4 W OF RD SEC 17
 EX PT TO STATE

Valuation Records (Work in Progress, values are not certified, values and are subject to change)

Assessment Year	2024	2023	2022	2021	2020
Reason For Change	AA	AA	AA	AA	AA
As Of Date	03/22/2024	04/07/2023	03/21/2022	03/08/2021	03/13/2020
Valuation Method	Income Approach	Income Approach	Income Approach	Income Approach	Income Approach
Equalization Factor	1.0000	1.0000	1.0000	1.0000	1.0000
Notice Required					
Land	\$59,100	\$55,500	\$51,700	\$49,700	\$49,600
Land Res (1)	\$37,500	\$37,500	\$37,500	\$37,500	\$37,500
Land Non Res (2)	\$21,600	\$18,000	\$14,200	\$12,200	\$12,100
Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
Improvement	\$179,000	\$154,200	\$125,300	\$108,300	\$104,200
Imp Res (1)	\$98,500	\$73,400	\$64,200	\$53,200	\$55,200
Imp Non Res (2)	\$65,600	\$65,700	\$45,700	\$42,500	\$32,500
Imp Non Res (3)	\$14,900	\$15,100	\$15,400	\$12,600	\$16,500
Total	\$238,100	\$209,700	\$177,000	\$156,000	\$153,800
Total Res (1)	\$136,000	\$110,900	\$101,700	\$90,700	\$92,700
Total Non Res (2)	\$87,200	\$83,700	\$59,900	\$54,700	\$44,600
Total Non Res (3)	\$14,900	\$15,100	\$15,400	\$12,600	\$16,500

Land Data (Standard Depth: Res 120', Cl 120', Base Lot: Res 0' X 0', Cl 0' X 0')

Land Type	Pricing Method	Soil ID	Act Front	Size Factor	Rate	Adj. Rate	Ext. Value	Inf. %	Market Factor	Cap 1	Cap 2	Cap 3	Value
9R	A		0	1.0000	\$37,500	\$37,500	\$37,500	0%	1.0000	100.00	0.00	0.00	\$37,500
4	A	HS	0	5.598	\$2,280	\$2,417	\$13,530	0%	1.0000	0.00	100.00	0.00	\$13,530
4	A	NP	0	2.175	\$2,280	\$1,938	\$4,215	0%	1.0000	0.00	100.00	0.00	\$4,220
72	A		0	5.565	\$2,280	\$1,140	\$6,344	-40%	1.0000	0.00	100.00	0.00	\$3,810
82	A		0	.143	\$2,280	\$2,280	\$326	-100%	1.0000	0.00	100.00	0.00	\$0

Market Model: Res | MAU 521008 (11-61)

Characteristics

Topography Level	<input type="checkbox"/>
Flood Hazard	<input type="checkbox"/>
Public Utilities	<input type="checkbox"/>
Electricity	<input type="checkbox"/>
Streets or Roads	<input type="checkbox"/>
Paved	<input type="checkbox"/>
Neighborhood Life Cycle Stage	<input type="checkbox"/>
Other	<input type="checkbox"/>

Review Group 2023
 Thursday, March 28, 2024
 Data Source: N/A
 Collector: 02/24/2023
 Appraiser: 04/21/2023
 impla
 ivgoaa

Land Computations

Calculated Acreage	14.48
Actual Frontage	0
Developer Discount	<input type="checkbox"/>
Parcel Acreage	14.48
81 Legal Drain NV	0.00
82 Public Roads NV	0.14
83 UT Towers NV	0.00
9 Homesite	1.00
91/92 Acres	0.00
Total Acres Farmland	13.34
Farmland Value	\$21,560
Measured Acreage	13.34
Avg Farmland Value/Acre	1616
Value of Farmland	\$21,560
Classified Total	\$0
Farm / Classified Value	\$21,600
Homesite(s) Value	\$37,500
91/92 Value	\$0
Supp. Page Land Value	\$37,500
CAP 1 Value	\$21,600
CAP 2 Value	\$0
CAP 3 Value	\$0
Total Value	\$59,100

TAX INFORMATION

3/4

AG/RURAL RES HOMESIT

101, Cash Grain/General Farm

6131 BULL RAPIDS RD

Woebbecking Virgil E & Ruth H C

02-10-17-300-002.000-052

General Information		Plumbing		Cost/Ladder	
Occupancy	Single-Family	#	TF	Base	Value
1	Single-Family (1600 S)	2	6	864	\$72,800
2	31 Older conv. 2 story/	0	0	736	\$33,300
3	1600 sqft	1	1		
4		0	0		
Total		4	8		

Floor Finish		Accommodations	
Material	Count	Bedrooms	Count
<input type="checkbox"/> Earth		Living Rooms	0
<input checked="" type="checkbox"/> Slab		Dining Rooms	1
<input checked="" type="checkbox"/> Sub & Joist		Family Rooms	0
<input type="checkbox"/> Wood		Total Rooms	7
<input type="checkbox"/> Parquet			

Wall Finish		Roofing	
Material	Count	Material	Count
<input checked="" type="checkbox"/> Plaster/Drywall		<input checked="" type="checkbox"/> Asphalt	
<input type="checkbox"/> Paneling		<input type="checkbox"/> Metal	
<input type="checkbox"/> Fiberboard		<input type="checkbox"/> Slate	
		<input type="checkbox"/> Tile	

Exterior Features	
Description	Value
Porch, Enclosed Frame	\$4,900
Porch, Enclosed Frame	\$8,100

Specialty Plumbing	
Description	Value
Central Warm Air	

Summary of Improvements	
Description	Value
1: Single-Family (1600 SqFt)	\$124,531
2: Barn, Pole (T3) (42x60x12)	\$28,264
3: Barn, Pole (T3) (50x40x9)	\$29,172
4: Utility Shed (15x20)	

Floor Constr		PC Nhd		Mrkt		Cap 1		Cap 2		Cap 3	
1	1Fr	0%	100%	0%	100%	0%	100%	0%	100%	0%	100%
2	1Fr	0%	100%	0%	100%	0%	100%	0%	100%	0%	100%
3		0%	100%	0%	100%	0%	100%	0%	100%	0%	100%
4		0%	100%	0%	100%	0%	100%	0%	100%	0%	100%

Adjustments		Total Base	
Adjustment	Value	1 Row Type Adj.	x 1.00
Unfin Int (-)	\$0		\$130,700
Ex Liv Units (+)	\$0		\$130,700
Rec Room (+)	\$0		\$0
Loft (+)	\$0		\$0
Fireplace (+)	\$0		\$0
No Heating (-)	\$0		\$0
A/C (+)	\$4,500	1:864 2:736	\$4,500
No Elec (-)	\$0		\$0
Plumbing (+/-)	\$2,400	8 - 5 = 3 x \$800	\$2,400
Spec Plumb (+)	\$0		\$0
Elevator (+)	\$0		\$0
Sub-Total, One Unit			\$137,600
Sub-Total, 1 Units			\$137,600
Exterior Features (+)	\$13,000		\$150,600
Garages (+) 576 sqft	\$18,600		\$169,200
Quality and Design Factor (Grade)	0.80		0.80
Location Multiplier	0.92		0.92
Replacement Cost			\$124,531

Summary of Improvements	
Description	Value
1: Single-Family (1600 SqFt)	\$124,531
2: Barn, Pole (T3) (42x60x12)	\$28,264
3: Barn, Pole (T3) (50x40x9)	\$29,172
4: Utility Shed (15x20)	

Floor Constr		PC Nhd		Mrkt		Cap 1		Cap 2		Cap 3	
1	1Fr	0%	100%	0%	100%	0%	100%	0%	100%	0%	100%
2	1Fr	0%	100%	0%	100%	0%	100%	0%	100%	0%	100%
3		0%	100%	0%	100%	0%	100%	0%	100%	0%	100%
4		0%	100%	0%	100%	0%	100%	0%	100%	0%	100%

Adjustments		Total Base	
Adjustment	Value	1 Row Type Adj.	x 1.00
Unfin Int (-)	\$0		\$130,700
Ex Liv Units (+)	\$0		\$130,700
Rec Room (+)	\$0		\$0
Loft (+)	\$0		\$0
Fireplace (+)	\$0		\$0
No Heating (-)	\$0		\$0
A/C (+)	\$4,500	1:864 2:736	\$4,500
No Elec (-)	\$0		\$0
Plumbing (+/-)	\$2,400	8 - 5 = 3 x \$800	\$2,400
Spec Plumb (+)	\$0		\$0
Elevator (+)	\$0		\$0
Sub-Total, One Unit			\$137,600
Sub-Total, 1 Units			\$137,600
Exterior Features (+)	\$13,000		\$150,600
Garages (+) 576 sqft	\$18,600		\$169,200
Quality and Design Factor (Grade)	0.80		0.80
Location Multiplier	0.92		0.92
Replacement Cost			\$124,531

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Summary of Improvements	
Description	Value
1: Single-Family (1600 SqFt)	

TAX INFORMATION

AG/RURAL RES HOMESIT 1/2

20800 MAUMEE CENTER RD 100, Vacant Land

20800 MAUMEE CENTER RD 100, Vacant Land

20800 MAUMEE CENTER RD 100, Vacant Land

20800 MAUMEE CENTER RD 100, Vacant Land

Notes

Transfer of Ownership

Transfer of Ownership

Transfer of Ownership

Transfer of Ownership

Doc ID Code Book/Page Adj Sale Price VII
WD 01/11/2026

Doc ID Code Book/Page Adj Sale Price VII
WD 01/11/2026

Doc ID Code Book/Page Adj Sale Price VII
WD 01/11/2026

Doc ID Code Book/Page Adj Sale Price VII
WD 01/11/2026

Doc ID Code Book/Page Adj Sale Price VII
WD 01/11/2026

Legal

Legal

Legal

Legal

Legal

Routing Number

Routing Number

Routing Number

Routing Number

Routing Number

Property Class 100
Vacant Land

Property Class 100
Vacant Land

Property Class 100
Vacant Land

Property Class 100
Vacant Land

Property Class 100
Vacant Land

Year: 2024

Year: 2024

Year: 2024

Year: 2024

Year: 2024

Location Information

Location Information

Location Information

Location Information

Location Information

County: Allen
Township: MAUMEE TOWNSHIP
District 052 (Local 021)
052 MAUMEE (21)
School Corp 0255
EAST ALLEN COUNTY
Neighborhood 521008-052
AG/RURAL RES HOMESITES 01-0

County: Allen
Township: MAUMEE TOWNSHIP
District 052 (Local 021)
052 MAUMEE (21)
School Corp 0255
EAST ALLEN COUNTY
Neighborhood 521008-052
AG/RURAL RES HOMESITES 01-0

County: Allen
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District 052 (Local 021)
052 MAUMEE (21)
School Corp 0255
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Neighborhood 521008-052
AG/RURAL RES HOMESITES 01-0

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County: Allen
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District 052 (Local 021)
052 MAUMEE (21)
School Corp 0255
EAST ALLEN COUNTY
Neighborhood 521008-052
AG/RURAL RES HOMESITES 01-0

Section/Plat
0018

Section/Plat
0018

Section/Plat
0018

Section/Plat
0018

Section/Plat
0018

Location Address (1)
20800 MAUMEE CENTER RD
WOODBURN, IN 46797

Location Address (1)
20800 MAUMEE CENTER RD
WOODBURN, IN 46797

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WOODBURN, IN 46797

Location Address (1)
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WOODBURN, IN 46797

Location Address (1)
20800 MAUMEE CENTER RD
WOODBURN, IN 46797

Zoning

Zoning

Zoning

Zoning

Zoning

Subdivision

Subdivision

Subdivision

Subdivision

Subdivision

Lot

Lot

Lot

Lot

Lot

Market Model
N/A

Market Model
N/A

Market Model
N/A

Market Model
N/A

Market Model
N/A

Topography
Level

Topography
Level

Topography
Level

Topography
Level

Topography
Level

Public Utilities
Electricity

Public Utilities
Electricity

Public Utilities
Electricity

Public Utilities
Electricity

Public Utilities
Electricity

Streets or Roads
Unpaved

Streets or Roads
Unpaved

Streets or Roads
Unpaved

Streets or Roads
Unpaved

Streets or Roads
Unpaved

Neighborhood Life Cycle Stage
Other

Neighborhood Life Cycle Stage
Other

Neighborhood Life Cycle Stage
Other

Neighborhood Life Cycle Stage
Other

Neighborhood Life Cycle Stage
Other

Review Group
2023

Review Group
2023

Review Group
2023

Review Group
2023

Review Group
2023

Data Source
N/A

Data Source
N/A

Data Source
N/A

Data Source
N/A

Data Source
N/A

Collector
02/20/2023

Collector
02/20/2023

Collector
02/20/2023

Collector
02/20/2023

Collector
02/20/2023

Appraiser
02/20/2023

Appraiser
02/20/2023

Appraiser
02/20/2023

Appraiser
02/20/2023

Appraiser
02/20/2023

Printed
Tuesday, April 2, 2024

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Printed
Tuesday, April 2, 2024

PRELIMINARY TITLE

PRELIMINARY TITLE



First American

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

ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

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

Issuing Agent: Metropolitan Title of Indiana, LLC

Issuing Office: 9604 Coldwater Road, Suite 105, Fort Wayne, IN 46825

Issuing Office File Number: 4035-264117

Property Address: 20800 Maumee Center Rd, 02-10-18-400-002.000-052, Woodburn, IN 46797

Revision Number:



SCHEDULE A

1. Commitment Date: March 19, 2025 at 8:00 a.m.
2. Policy to be issued:
 - a. ALTA® Standard Owner's Policy
Proposed Insured: To Be Determined
Proposed Amount of Insurance: \$500.00
The estate or interest to be insured: See Item 3 below
 - b. ALTA® Standard Loan Policy
Proposed Insured: TBD - Lender and each successor and/or assign that is defined as an Insured in the Conditions.
Proposed Amount of Insurance: \$500.00
The estate or interest to be insured: See Item 3 below
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:

Virgil E. Woebbecking and Ruth H. Woebbecking, as Co-Trustees of The Revocable Trust of Virgil E. Woebbecking and Ruth H. Woebbecking, dated September 19, 2001
5. The Land is described as follows:

Situated in the County of Allen, State of Indiana, is described as follows:

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The South 60 acres off of the south side of the Southeast 1/4 of Section 18, all in Township 31 North, Range 15 East.

EXCEPTING THEREFROM:

That portion of the above described real estate lying within the bounds of the land described in Warranty Deed to the State of Indiana recorded March 3, 2009 as Instrument No. 2009009796.

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PRELIMINARY TITLE



First American

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Indiana - 2021 v. 01.00 (07-01-2021)

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. Note: Effective July 1, 2009, HEA 1374 (enacting Indiana Code 27-7-3.7) requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of \$10,000 or more must be in the forms of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000 may be in the form irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent, or check drawn on the trust account of a licensed real estate broker or other forms of Good Funds as referenced in Indiana Code 27-7-3.7. Personal checks may be accepted as provided under Indiana Code 27-7-3.7.
6. Indiana state law, effective July 1, 2023, prohibits ownership of real property by certain foreign parties. This law can be found at Indiana Code § 1-1-16. Any loss or damage incurred as a result of a violation of this law is excluded from coverage under the terms of a title insurance policy.

If a prohibited foreign entity or person is a party to this transaction, the Company must be notified in writing. The Company will not knowingly close or insure a transaction that violates the referenced state law.
7. You must file a Disclosure of Sales Information forms prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5. The disclosure form must be filed with the county auditor's office prior to recording.
8. You should contact the local municipality to obtain information regarding unpaid sewer and/or municipal assessments that are not a recorded lien against the land. We are not responsible for collecting at closing such unpaid assessments unless otherwise instructed.
9. This commitment is not effective until you provide us with the name of the Proposed Insured(s) and the Policy amount(s). We limit our liability to \$250.00 until you provide us with the Policy Amount(s).
10. Vendor's and/or Mortgagor's Affidavits to be executed at the closing.

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11. Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmative statement: "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name)." See Indiana Code 36-2-11-15.
12. By virtue of I.C. 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the Closing Disclosure and/or Settlement Statement as TIEFF (Title Insurance Enforcement Fund Fee) Charge.
13. Note: Effective July 1, 2013 Senate Enrolled Act 370 (P.L. 80-2013) requires title insurance companies to charge a fee for closing protection letters in real estate transaction in which the title insurance company or its authorized agent acts as the settlement agent. In a residential transaction, the closing protection letters are mandatory and must be issued to each party. Insurance Company's fee for closing protection letters is \$25 for a seller's letter, \$25 for a buyer's or borrower's letter and \$25 for a lender's letter.
14. Beginning January 1, 2010, the closing agent is required to report to the Indiana Department of Insurance the names and license numbers of certain real estate professionals participating in each residential real estate transaction. The information must be provided to the closing agent on or before the date of closing. See Indiana Code 6-1.1-12-43(e) and 27-7-3-15.5.

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Indiana - 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. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping in improvements.
3. Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an accurate survey of the Land or by making inquiry of persons in possession of the Land.
4. Easements, liens or encumbrances or claims thereof, which are not shown by the Public Records.
5. Any lien, or right to a lien for services, labor or material imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.

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PRELIMINARY TITLE



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Indiana - 2021 v. 01.00 (07-01-2021)

7. Real estate taxes assessed for the year 2024 are due in two installments payable May 10, 2025 and November 10, 2025:

Parcel No.: 02-10-18-400-002.000-052 - S 60a SE 1/4 Sec 18 Ex Pt to State

May Installment of \$1,161.68 shows unpaid

November Installment of \$1,161.68 shows unpaid

Tax Year:	Current Year 2024 due 2025
Land:	\$135,100.00
Improvements:	\$0.00
Homeowners Exemption:	\$0.00
Supplemental Homestead:	\$0.00
Other Exemption:	\$0.00

NOTE: The taxes above are lower if tax exemptions are showing. The taxes above will increase if the seller acquired the property within the last two calendar years, and did not refile any exemptions. Contact the local Assessor if you have any questions about the current status of exemptions and how they will affect taxes payable subsequent to closing.

Taxes for the year 2025 due in May and November, 2026.

8. Drainage/Ditch Assessment: Parcel No.: 02-10-18-400-002.000-052 - 1009100 - Marsh Drain For the year: 2025; May installment of \$36.82 shows unpaid; November installment of \$36.82 shows unpaid.
9. It is necessary that a copy of the trust be provided to METROPOLITAN TITLE OF INDIANA, LLC prior to closing, for review.
10. Terms, conditions and provisions of Agreement to Construct and Maintain a Storm Water Detention System/Storm Water Quality Treatment System, dated February 2, 2010, recorded February 8, 2010 as Instrument No. 2010005510.
11. Rights of the public, the State of Indiana and the municipality in and to that part of the land, if any, taken or used for road purposes, including utility right of way.
12. Rights of way for drainage tiles, ditches, feeders, laterals, and legal drains and ditches, if any.
13. Exception is made to potential Barrett Law Assessments not yet confirmed as of the date of this search. The Barrett Law Office should be contacted for further information at (260) 427-1105.
14. Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.

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Form 50115218 (8-11-22)

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PRELIMINARY TITLE



First American

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

NOTE: The final Loan Policy will include the following Endorsements upon compliance with the Company's issuing standard:

Restrictions, Encroachments, Minerals - Loan Policy Endorsement (ALTA 9)
Environmental Protection Lien Endorsement (ALTA 8.1)

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Form 50115218 (8-11-22)

PRELIMINARY TITLE



First American

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

ALTA COMMITMENT FOR TITLE INSURANCE

Issued by
Metropolitan Title of Indiana, LLC
as issuing Agent for
First American 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, First American Title Insurance Company, a Nebraska 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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PRELIMINARY TITLE



First American

Commitment for Title Insurance
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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.
- 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

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Indiana - 2021 v. 01.00 (07-01-2021)

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.

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.

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PRELIMINARY TITLE



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- 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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SCHEDULE B DOCUMENTS

SCHEDULE B DOCUMENTS

Branch :MNA,User :ME22

Comment:

Station Id :K86U



2010005510
RECORDED ON
02/08/2010 10:47:00AM
JOHN MCGAULEY
ALLEN COUNTY RECORDER
FORT MAYNE, IN

REC FEE: 17.00
TRANS # 83852

AGREEMENT TO CONSTRUCT AND MAINTAIN A STORM WATER DETENTION SYSTEM/STORM WATER QUALITY TREATMENT SYSTEM

Project Name: US24 Borrow Pond #4

The undersigned, hereinafter the Grantor, are the owners of the following described real estate, hereinafter referred to as "Real Estate," located in Allen County, Indiana to wit:

Legal description of the tract of land being impressed with maintenance burden as described on attached Exhibit A

The undersigned plans to construct a storm water detention and/or storm water quality treatment system on a portion of the above described real estate as specified in development plans, a copy of which have been filed with the Allen County Department of Planning Services (DPS) and/or Allen County Surveyor's Office (ACSO).

The ACSO, the Grantee, as the governmental entity having power and authority to regulate storm water drainage facilities and systems on real property in Allen County, Indiana, desires that the Grantor, and all of its successors in interest to the Real Estate, maintain and keep in good repair the storm water detention and/or storm water quality treatment system located on the Real Estate.

In order to induce the ACSO to approve the above referenced development plans, the Grantor does hereby covenant and agree that they will construct (or cause to be constructed) the storm water detention and/or storm water quality treatment system in accordance with the above referenced plans; and, that they, or its successors in interest to the Real Estate, will be responsible for its perpetual maintenance, repair, or replacement if necessary. Maintenance shall include structural as well as cosmetic activities including, but not limited to, mowing, weed, algae, and mosquito control. All maintenance will be done so as to assure that storm runoff will be detained and that the rate of runoff will not be increased after the improvements have been constructed as contemplated. Maintenance of the storm water quality treatment system will also be done in accordance with the Storm Water Pollution Prevention Plan (SWPPP) and Post Construction Operations & Maintenance Manual and/or Post Construction Plan as approved by the ACSO, and will be done so as to assure that storm runoff exiting the storm water quality treatment system will continue to meet the water quality and total suspended solids requirements of the approved plans.

The ACSO, or its successor agency, shall have the right of entry over, across, and through the Real Estate for the purpose of inspecting, evaluating, maintaining, or repairing the storm water detention basin and/or storm water quality treatment system. The ACSO, or its successor agency, shall have the right to order Grantor, or its successors in interest to the Real Estate, to perform its obligations of normal and emergency maintenance, repairs, and/or replacement of the storm water drainage, detention, and/or storm water quality treatment facilities. In the event the Grantor, or its successors in interest to the Real Estate, fails to make appropriate corrections within thirty (30) days of receiving notification from the ACSO in writing of the needed repairs or maintenance, then the ACSO shall have the right, but not the duty, to enter upon the Real Estate and perform such obligations of the Grantor and to collect from same the reasonable costs thereof.

The Grantor, or its successors in interest to the Real Estate, shall indemnify and save harmless the ACSO, its appointed and elected officers, employees, and contractors from and against all loss or expense for the design, construction, maintenance, and operation of the storm drainage

*Fox Contractors Corp
5430 Ferguson Rd*

46809
Allen County Recorder Document # 2010005510

1 17

SCHEDULE B DOCUMENTS

Branch :MNA,User :ME22

Comment:

Station Id :K86U

EXHIBIT A
Legal description of the tract of land being impressed
with maintenance burden:

Tax duplicates: Virgil E. Weibeking, R1, Woodburn, In

75-25623

WARRANTY DEED

This Indenture witnesses that **GERALD WOODBESKIN** and **LYDIA J. WOODBESKIN**, husband and wife, each over the age of 18 years,
of Allen County in the State of Indiana,
Convey and warrant to **VIRGIL E. WOODBESKIN** and **ROYE H. WOODBESKIN**, husband and wife,
of Allen County in the State of Indiana,
for and in consideration of One Dollar and Love and Affection,
the receipt whereof is hereby acknowledged, the following Real Estate in Allen County in the State of Indiana, to wit:

All that part of the Southeast 1/4 of the Southeast 1/4 of Section 17 that lies west of the Bull Rapids Road containing 21-1/2 acres, more or less; and also the South 50 acres out of the south side of the Southeast 1/4 of Section 18, all in Township 31 North, Range 15 East.

ALSO, the East 896 feet of that part of the South Half of the Northwest 1/4 of Section 19, Township 31 North, Range 15 East, lying north of the Backhoe Ditch, formerly called the Marsh Ditch, containing 13.72 acres more or less.

AND ALSO a tract of land in the South Half of the Northwest Quarter of Section 20, Township 31 North, Range 15 East, more particularly described as follows, to wit: Commencing at a stone at the Northwest corner of the South Half of the Northwest Quarter of Section 20, Township 31 North, Range 15 East; thence east along the North line of the South Half of the Northwest 1/4 of said Section, 199.02 feet to a stone; thence along a line making south 18 degrees 40 minutes East, 491.7 feet to the Backhoe Ditch, formerly called the Marsh Ditch; thence in a westerly direction along the said Backhoe Ditch, formerly called the Marsh Ditch to its intersection with the West line of said Section 20, Township and Range aforesaid; thence North along the last described line to the point of beginning, containing 3 acres, more or less.

SUBJECT TO the taxes for 1975 due and payable in 1976 and all subsequent taxes and assessments. (SEE REVERSE SIDE)

State of Indiana, Allen County, ss. Dated this 24th day of November, 1975.
Before me, the undersigned, a Notary Public in and for said County and State, this 24th day of November, 1975,
personally appeared:
Gerald Woodbeskin and Lydia J. Woodbeskin, husband and wife, each over the age of 18 years,
and acknowledged to me that they executed the foregoing deed, in witness whereof I have hereunto set my hand and official seal of office, this 24th day of November, 1975.
Notary Public, Allen County, Indiana
Virgil E. Weibeking, R1, Woodburn, Ind. Attorney at Law

75 25623

SCHEDULE B DOCUMENTS

Branch :MNA,User :ME22

Comment:

Station Id :K86U

EXHIBIT A
Legal description of the tract of land being impressed
with maintenance burden:

AND ALSO the West 2.0 Sect of the North Half of the Northwest
Quarter of Section 19, Township 21 North, Range 13 East, in
Hanna Township, Allen County, Indiana.

AND ALSO the West 2.0 Sect of the North Half of the Northwest
Quarter of Section 20, Township 21 North, Range 13 East in
Hanna Township, Allen County, Indiana.

THIS CONVEYANCE IS MADE SUBJECT TO A LIFE ESTATE IN SEVERAL
WORKING AND IN LINDA J. WORKING AND IN THE SURVIVOR
OF THEM, WHOSE LIFE ESTATES ARE ENLARGED BY GRANTORS.

Richard H. Helling
Richard H. Helling

Linda J. Working
Linda J. Working

75 25623

PHOTOS

PHOTOS



PHOTOS



PHOTOS



PHOTOS



PHOTOS



PHOTOS



PHOTOS



PHOTOS





SCHRADER REAL ESTATE AND AUCTION OF FORT WAYNE, LLC
7009 N River Rd, Fort Wayne, IN 46815
260-749-0445 • 866-340-0445
www.SchraderFortWayne.com • www.SchraderAuction.com

