

Hunting & Recreation Property

Auction

- 18± Acre Body of Water Surrounded by a Wooded, Rolling Terrain
- 4± Miles South of Akron, IN
- Miami County, IN

48.5±
acres
Offered in 1 Tract

INFORMATION BOOK

SCHRADER  ONLINE BIDDING AVAILABLE
Real Estate and Auction Company, Inc.

800.451.2709 • www.SchraderAuction.com

Tuesday, May 6 • 6pm

at the Akron Community Center, 815 Rural St, Akron, IN



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: John A. Yoder



SCHRADER REAL ESTATE AND AUCTION COMPANY, INC.

950 N Liberty Dr, Columbia City, IN 46725

260-244-7606 • 800-451-2709

www.SchraderAuction.com

AUCTION TERMS & CONDITIONS:

PROCEDURE: The property will be offered as a total 48.53± acre unit.

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

ACCEPTANCE OF BID PRICE: The successful bidder will be required to enter into a Purchase Agreement at the auction site immediately following the close of the auction. The final bid price is subject to the Seller's acceptance or rejection.

EVIDENCE OF TITLE: Seller shall provide an owner's title insurance policy in the amount of the purchase price.

DEED: Seller shall provide Warranty Deed.

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

POSSESSION: Possession is at closing.

REAL ESTATE TAXES: Real estate taxes will be prorated to the date of closing.

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

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

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

AGENCY: Schrader Real Estate & Auction Company, Inc. & its representatives are exclusive agents of the Seller.

DISCLAIMER & ABSENCE OF WARRANTIES: All information contained in this brochure & all related materials are subject to the terms & conditions outlined in the Purchase Agreement. The property is being sold on an "AS IS, WHERE IS" basis, & no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. All sketches & dimensions in the brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries & 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 & increments of bidding are at the direction & discretion of the Auctioneer. The Seller & 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.**
STOCK PHOTOGRAPHY: Photos are for illustrative purposes only and are not of the auction property.

AUCTION MANAGERS: Arden Schrader • 260.229.2442 #RB14015015, #AU01050022

Kevin Jordan • 260.244.7606 #RB14040687, #AU10600023

Schrader Real Estate and Auction Company, Inc. #AC63001504, #CO81291723

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REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

TUESDAY, MAY 6, 2025

48.5± ACRES – MIAMI 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 Tuesday, April 29, 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
48.5± Acres • Miami County, Indiana
Tuesday, May 6, 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 Tuesday, May 6, 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, Tuesday, April 29, 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.

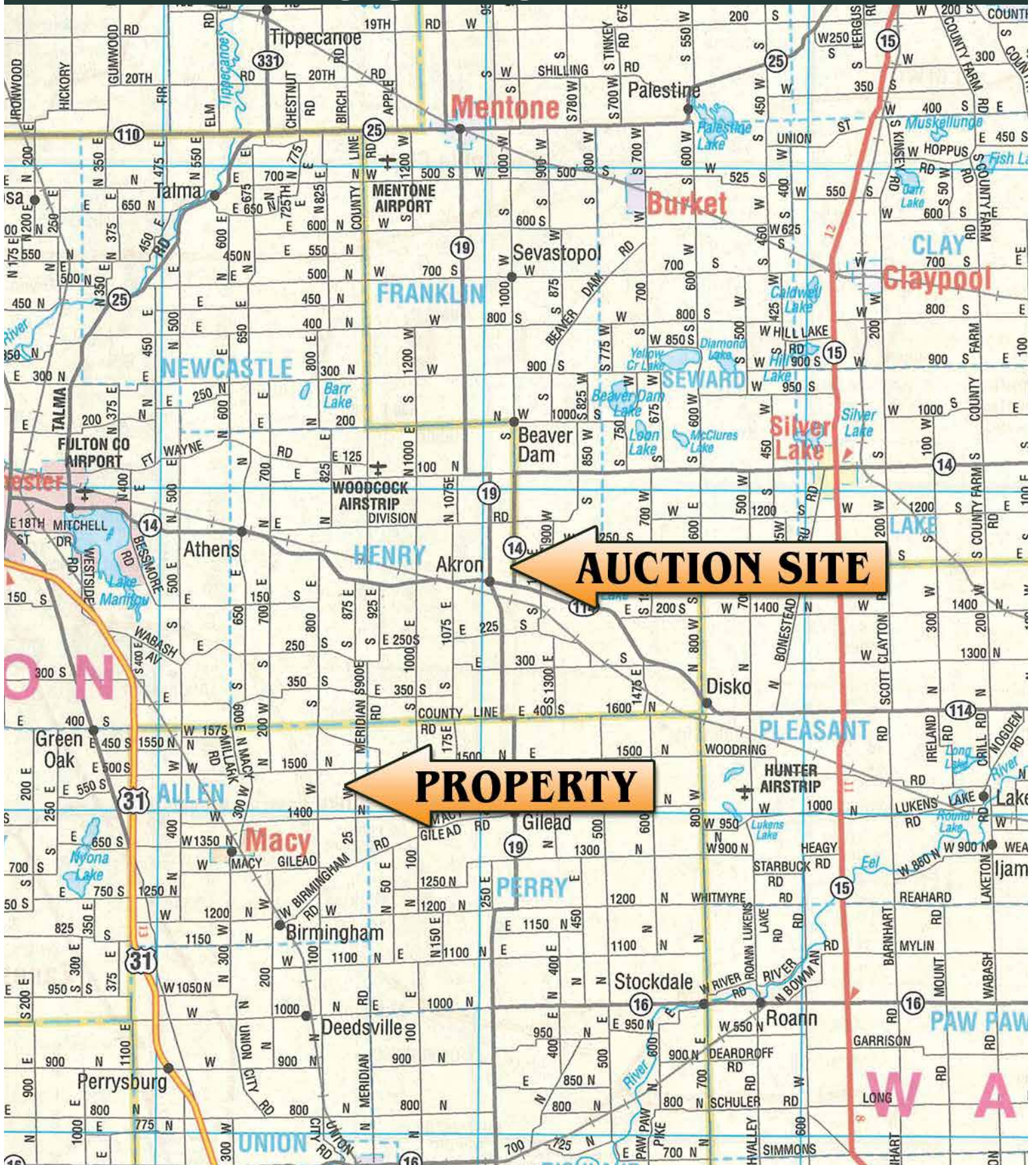
Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

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: Akron Community Center, 815 Rural St, Akron, IN 46910 - Just north of the intersection of SR 14 & SR 114 off SR 14

Property Location: 4± miles south of Akron, IN on SR 19 to CR 1500 N, then west 3¼ miles to CR 25 W, then just south to the property.

TRACT MAP

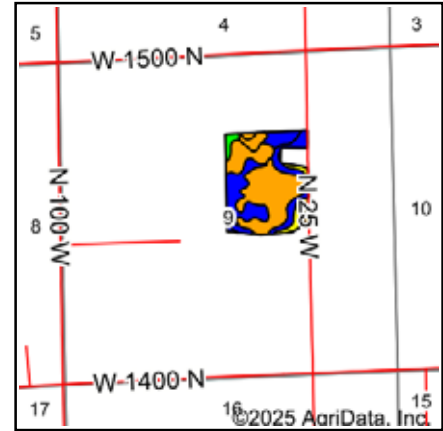
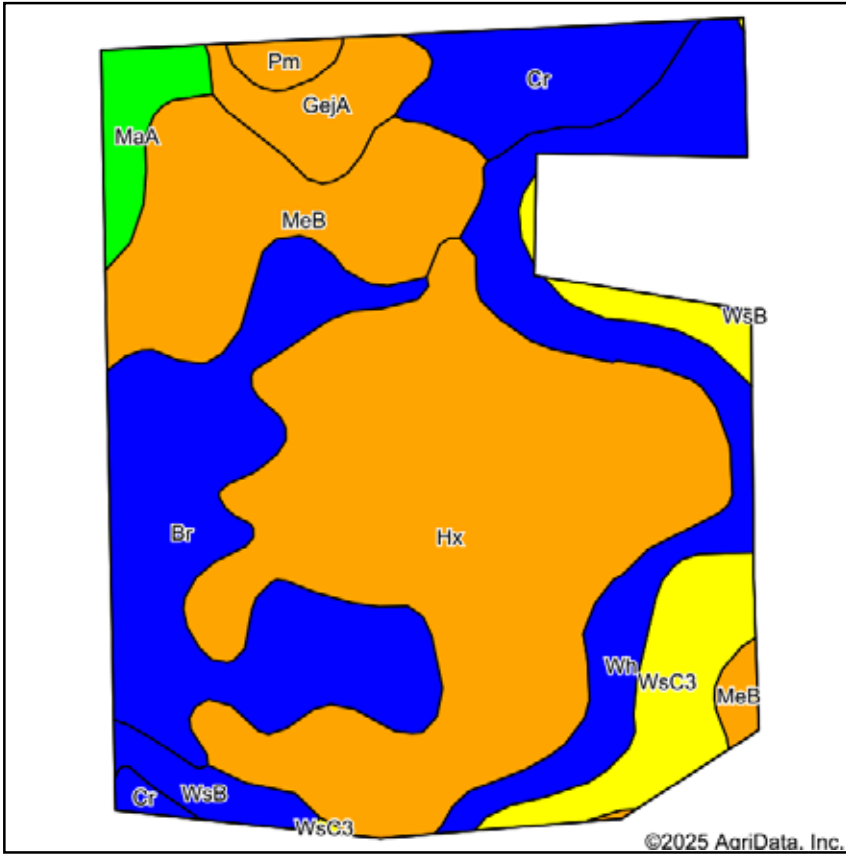


48.5± acres

N 25 W

SOIL, TOPO & WETLANDS MAPS

SOIL MAP



State: **Indiana**
 County: **Miami**
 Location: **9-29N-4E**
 Township: **Allen**
 Acres: **47.68**
 Date: **3/24/2025**

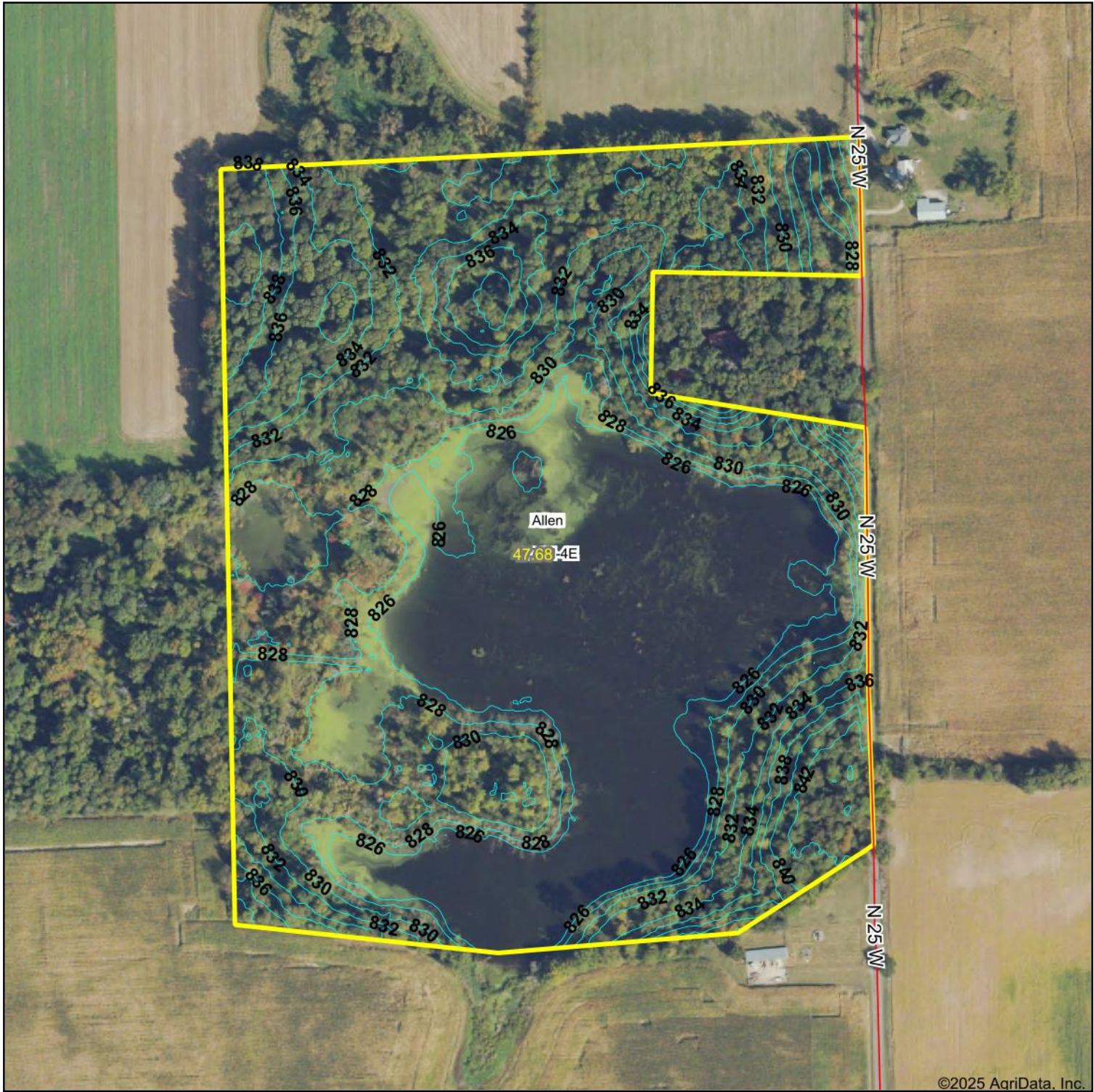


Soils data provided by USDA and NRCS.

Area Symbol: IN103, Soil Area Version: 28

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Grass legume hay Tons	Grass legume pasture AUM	Pasture AUM	Soybeans Bu	Winter wheat Bu	
Hx	Houghton muck, drained	17.38	36.6%		IIIw	159	5		11	42	64	
Br	Brookston loam	8.22	17.2%		IIw	172	6		12	49	70	
MeB	Metea loamy fine sand, 2 to 6 percent slopes	5.95	12.5%		IIIe	110	4		7	39	55	
Wh	Washtenaw silt loam	5.65	11.8%		IIw	165	5		11	49	66	
WsC3	Wawasee loam, 6 to 12 percent slopes, severely eroded	3.43	7.2%		IVe	132	4	8	1	46	53	
Cr	Crosier loam, 0 to 2 percent slopes	2.78	5.8%		IIw	154	5		10	50	69	
GejA	Gilford sandy loam, till plain, 0 to 2 percent slopes	1.74	3.6%		IIIw	152	5	10		53	49	
MaA	Martinsville sandy loam, 0 to 2 percent slopes	1.21	2.5%		I	126	5		8	44	63	
WsB	Wawasee sandy loam, 2 to 6 percent slopes	0.89	1.9%		IIe	126	5		8	44	63	
Pm	Palms muck, drained	0.43	0.9%		IIIw	158	5		11	43	63	
Weighted Average						2.65	151.9	5	0.9	9.4	44.9	63

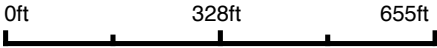
TOPOGRAPHY CONTOURS MAP



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Source: USGS 1 meter dem
 Interval(ft): 2.0
 Min: 824.6
 Max: 844.5
 Range: 19.9
 Average: 829.8
 Standard Deviation: 4.53 ft



3/24/2025

9-29N-4E
 Miami County
 Indiana



Boundary Center: 40° 58' 40.08, -86° 5' 1.33

WETLANDS MAP



State: **Indiana**
 Location: **9-29N-4E**
 County: **Miami**
 Township: **Allen**
 Date: **3/24/2025**



Maps Provided By:



© AgriData, Inc. 2023 www.AgriDataInc.com



0ft 476ft 953ft

Classification Code	Type	Acres
PUBG	Freshwater Pond	17.25
R4SBC	Riverine	0.16
Total Acres		17.41

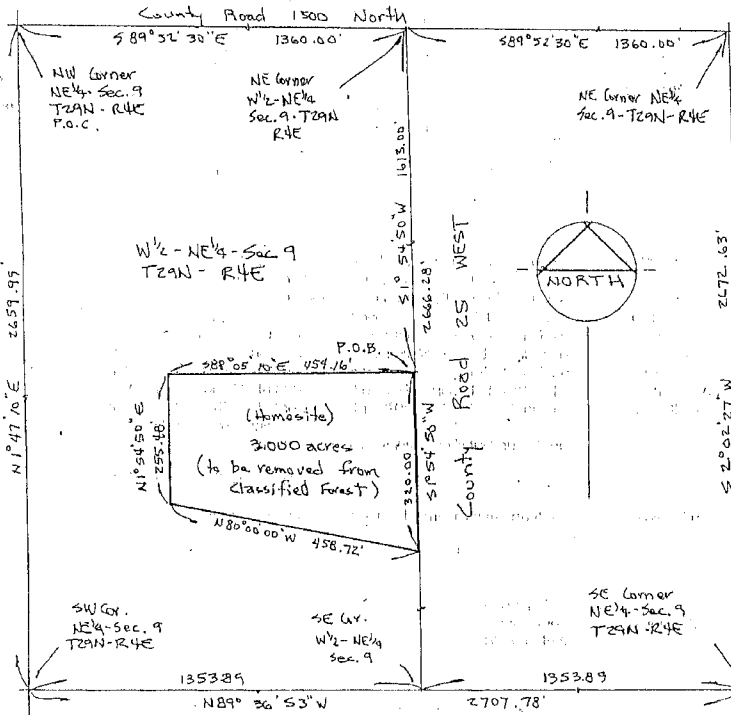
Data Source: National Wetlands Inventory website. U.S. DoI, Fish and Wildlife Service, Washington, D.C. <http://www.fws.gov/wetlands/>

COUNTY TAX INFORMATION

EXCLUDED PROPERTY

EXCLUDED PROPERTY

MIAMI COUNTY RECORDER
 RHONDA L TREXLER 1 P
 RECORDED AS PRESENTED ON
 DATE: 01/31/2019 TIME: 09:39:26AM
 I 20190520432 FEES: \$25.00



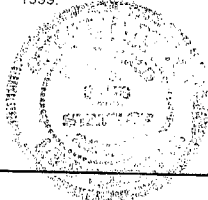
DESCRIPTION

A part of the West Half of the Northeast Quarter of Section 9, Township 29 North, Range 4 East, Allen Township, Miami County, Indiana, more fully described as follows:
 COMMENCING at the northwest corner of the Northeast Quarter of Section 9, Township 29 North, Range 4 East; thence South 89°52'30" East along the north line of said quarter a distance of 1380.00 feet to the northeast corner of said West Half; thence South 1°54'50" West along the east line of said West Half a distance of 1613.00 feet to the POINT OF BEGINNING; thence continue South 1°54'50" West along said east line a distance of 320.00 feet; thence North 80°00'00" West a distance of 458.72 feet; thence North 1°54'50" East a distance of 255.48 feet; thence South 88°05'10" East a distance of 454.16 feet to the POINT OF BEGINNING, containing 3.000 acres.

Subject to all easements, right of ways and restrictions of record.

SURVEYOR'S CERTIFICATE

The above description was prepared by me from information collected November 4, 1999.



Gregory D. Deeds
 Gregory D. Deeds
 Registered Land Surveyor #S0476
 State of Indiana

DEEDS SURVEYING			
Greg Deeds Registered Land Surveyor		Route 1, Box 146A Danver, Indiana 46926	
		Phone: 765-985-2321	
Project Description	Title	Date	Job Number
Prepared For		Scale	SHEET
Alan D. & Tori D. Lawson	Part N 1/2 - NE 1/4 - Sec. 9 T29N-R4E - Allen Twp. Miami Co., Indiana	11/6/99 1" = 200'	1 OF 1

"I AFFIRM, UNDER THE PENALTIES FOR PERJURY,
 THAT I HAVE TAKEN REASONABLE CARE TO
 REDACT EACH SOCIAL SECURITY NUMBER IN
 THIS DOCUMENT, UNLESS REQUIRED BY LAW."

NAME: Gregory D. Deeds

FOREST LAND AGREEMENT

FOREST LAND AGREEMENT

THE DEPARTMENT OF NATURAL RESOURCES
STATE OF INDIANA

Application for the Classification of Land as Forest Land

Lowell Fincher do hereby make application to have
(Name of person, etc. making application)
classified as FOREST LAND, subject to the provisions of an Act approved
March 10, 1921, entitled, "An Act to encourage timber production and to protect
watersheds, by classifying certain land as forest lands and prescribing a method
of appraising lands thus classified for purposes of taxation, "the following
described land, of which I am owner, to-wit:

** See attached description

5740

Indexed

Recorded this 27 day of
Feb, 1981 at 10:12 A M

Jeannette
Notary Public

BOOK 163 PAGE 917

Note: The two witnesses must be legal voters of the county where the land is situated.

Orville E. Rayburn
Witness

Box 14 Macy Ind. 46951
Address

Charles Rogers
Witness

RR 2 Macy Ind. 46951
Address

Lowell S. Fincher
Signature of owner and applicant

RR #7 Macy Ind 46951
Post Office Address

Missouri
County in which owner resides

Ind
State

Missouri
County location of land to be
classified

DULY ENTERED
FOR TAXATION

No. Sub day 27, 1981
Lowell S. Fincher
Notary, Miami Co

FOREST LAND AGREEMENT

REPORT OF THE SURVEYOR

State of Indiana

County of Miami

I, Dennis L. Grumpp, a registered Land Surveyor in the State of Indiana, do hereby certify that the annexed is a true plat and correct description of land owned by Lowell Fincher

that is mentioned in his application to the State Forester of the Department of Natural Resources, State of Indiana, to be classified as Forest Land under the provisions of an Act approved March 10, 1921, as determined from an * actual survey or X aerial photograph (check one) of said premises by me on 11/21, 1980, at the request of said owner.

**See attached

Signed by

Dennis L. Grumpp
Registered Land Surveyor
Dennis L. Grumpp

Dated November 24, 1980

BOOK 163 PAGE 918

Note: The two witnesses must be legal voters of the county where the land is situated.

Gregory D. Deeds
Witness

RT 1 DENVER IN
Address

Andy J. Tinsley
Witness

R#1 Peru, Ind.
Address

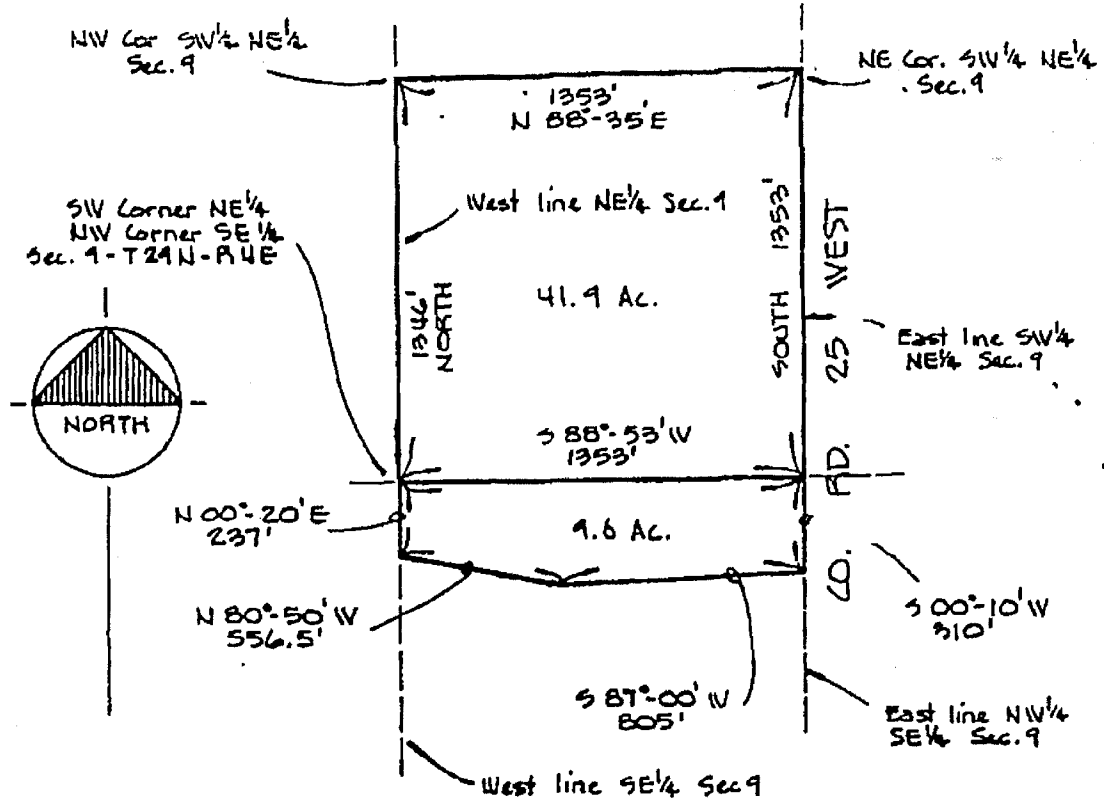
*Note: Sec. 4 provides: "Applicant shall have the parcel of land proposed for classification surveyed by metes and bounds and located with reference to some established corner. If in the judgement of the registered land surveyor, an accurate description, in compliance with the requirements set out in this act, may be obtained from an aerial photograph of the land, a description taken from such a photograph may be used and a notation shall be made to this effect on the application blank. In addition, the parcel of land shall be located as to section, township, range and county. Plats of the survey shall be made in ink, and on a scale, and of a number, as prescribed by the Department of Natural Resources."

CL-206

FOREST LAND AGREEMENT

SURVEYOR'S PLAT

NOTE: The Surveyor shall plat the area and put required data on this page.



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Lowell Fincher
Name of Applicant

Miami
County

CL-206

979

FOREST LAND AGREEMENT

LEGAL DESCRIPTION

A parcel of land lying in the Northeast Quarter and the Southeast Quarter of Section 9, Township 29 North, Range 4 East being more particularly described as follows: COMMENCING at the Southwest Corner of the Northeast Quarter said point also being the POINT OF BEGINNING of the following described parcel of land; thence North along the west line of the Northeast Quarter of said Section 9 a distance of 1346 feet to the Northwest Corner of the Southwest Quarter of said Northeast Quarter; thence North $88^{\circ}35'$ East along the north line of said Southwest Quarter of the Northeast Quarter a distance of 1353 feet to the Northeast Corner of the Southwest Quarter of said Northeast Quarter; thence South along the east line of the Southwest Quarter of said Northeast Quarter a distance of 1353 feet to the south line of said Northeast Quarter; thence continue South $00^{\circ}10'$ West along the east line of the Northwest Quarter of said Southeast Quarter a distance of 310 feet; thence South $87^{\circ}00'$ West a distance of 805 feet; thence North $80^{\circ}50'$ West a distance of 556.5 feet to the west line of said Southeast Quarter; thence North $00^{\circ}20'$ East along said west line a distance of 237 feet to the POINT OF BEGINNING of the above described parcel of land. Said parcel lies totally within Allen Township, Miami County Indiana containing 51.5 acres, more or less.

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FOREST LAND AGREEMENT

REPORT OF APPRAISEMENT

I, Wilbur J. Kern County Assessor of Miami County, Indiana certify that the appraisement is on the lands herein described, and that the true market value of the land described is 84.00 per acre. (Be sure to put appraisement here)

Further that the true market value of the remaining land of the section or sections in which the land proposed for classification is located is worth as follows:

The N.W. 1/4 of Sec. <u>9</u>	is worth <u>445</u> per acre
The S.W. 1/4 of Sec. <u>9</u>	is worth <u>451</u> per acre
The N.E. 1/4 of Sec. <u>9</u>	is worth <u>419</u> per acre
The S.E. 1/4 of Sec. <u>9</u>	is worth <u>469</u> per acre

Remarks:

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Date 2/19/81

Note: The two witnesses must be legal voters of the county where the land is situated.

Robert K. Kennedy
Witness

234 N. Water St. Tecumseh, Ind.
Address

Mary L. Hill
Witness

120 S. Water St. Tecumseh, Ind.
Address

Wilbur J. Kern
Signature of County Assessor

Witness _____ Address _____

Witness _____ Address _____

Signature of County Auditor _____

Witness _____ Address _____

Witness _____ Address _____

Signature of County Treasurer _____

Note: The land to be appraised is to be valued at its true market value, exclusive of all timber, buildings, and other improvements but shall include any mineral, stone, oil or gas it may have. If the appraisement is satisfactory to the owner and State Forester, it is not necessary to obtain signatures of the County Auditor and County Treasurer.

921

FOREST LAND AGREEMENT

REPORT OF THE STATE FORESTER

This is to certify that I have or my deputy Tom J. Eganoff has examined the land herein described and believe the land has been appraised at its true cash value. Further, I have examined the forest plantation or native forest, and believe the stand of trees now complies with the provisions of the law. Further, I believe the owner will faithfully carry out the provisions of the law.

The topography, soil stand and species of trees, etc., are here briefly described:

Mgt. plan on file with District Forester

BOOK 163 PAGE 922

Date report was received 2/24/81

Date land was inspected 2/7/81

Date County Auditor was notified 2/26/81

Date County Recorder was notified 2/26/81

Danita Jo Little
Witness

603 Madison St., Rochester, IN 46975
Address

Jerry Miller
Witness

RR 3 Box 102 Rochester IN 46975
Address

DULY ENTERED
FOR TAXATION

Feb 27, 1981

Therrell K. Smith
Recorder

Tom J. Eganoff
Signature of State Forester or Deputy

722

CL-206

PRELIMINARY TITLE

PRELIMINARY TITLE



CHICAGO TITLE INSURANCE COMPANY

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

Issuing Agent: Fulton County Title
Issuing Office: 114 E. 8th Street, Rochester, IN 46975
Issuing Office's ALTA® Registry ID: 2048260
Loan ID No.:
Commitment No.: 25/04/296
Issuing Office File No.: 25/04/296
Property Address: N 25 W, Akron, IN 46910
Revision No.:

SCHEDULE A

1. Commitment Date: April 10, 2025 at 08:00 AM
2. Policy to be issued:
 - a. 2021 ALTA Owners Policy
Proposed Insured: TBD
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: John A. Yoder.
5. The Land is described as follows:

51.53 acres of land in the East Half of Section 9, Township 29 North, Range 4 East, Allen Civil Township, Miami County, Indiana, as follows: Beginning at the Southwest corner of the Northeast Quarter of Section 9, Township 29 North, Range 4 East, Miami County, Indiana; thence North 01 degree 47 minutes 56 seconds East 1346.00 feet to a wood post corner; thence South 89 degrees 55 minutes 04 seconds East 1352.85 feet to a pk nail in County Road 25 West; thence South 01 degree 44 minutes 51 seconds West 1352.00 feet to an existing spike; thence South 01 degree 54 minutes 54 seconds West 310.00 feet to a pk nail; thence South 88 degrees 13 minutes 55 seconds West 806.37 feet to a rebar; thence North 79 degrees 02 minutes 03 seconds West 556.50 feet to a rebar; thence North 02 degrees 07 minutes 58 seconds East 237.00 feet to the point of beginning, and containing 51.53 acres. EXCEPTING THEREFROM: A part of the West Half of the Northeast Quarter of Section 9, Township 29 North Range 4 East, Allen Township, Miami County, Indiana, more fully described as follows: Commencing at the northwest corner of the Northeast Quarter of Section 9, Township 29 North, Range 4 East; thence South 89 degrees 52 minutes 30 seconds East along the north line of said quarter a distance of 1360.00 feet to the northeast corner of said West half; thence South 1 degree 54 minutes 50 seconds West along the east line of said West half a distance of 1613.00 feet to the point of beginning; thence continue South 1 degree 54 minutes 50 seconds West along said east line a distance of 320.00 feet; thence North 80 degrees 00 minutes 00 seconds West a distance of 458.72 feet; thence North 1 degree 54 minutes 50 seconds East a distance of 255.48 feet; thence South 88 degrees 05 minutes 10 seconds East a distance of 454.16 feet to the point of beginning.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago 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.

72C170 Sch. A

ALTA Commitment for Title Insurance (07-01-2021)

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(YODERPRELIMFORAUCTIONPFD25/04/296/6)

PRELIMINARY TITLE

SCHEDULE A (Continued)

Commitment No.: 25/04/296

File No. 25/04/296

FULTON COUNTY TITLE

By:



Kyle D. Semmers, President

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago 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.

72C170 Sch. A

ALTA Commitment for Title Insurance (07-01-2021)

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AMERICAN
LAND TITLE
ASSOCIATION



(YODERPRELIMFORAUCTION.PFD/25/04/296/6)

PRELIMINARY TITLE



CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B, PART I - Requirements

Commitment No.: 25/04/296

File No. 25/04/296

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.
1. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements and exceptions.
2. By virtue of I.C. 27-7-3.6 a fee of \$5 will be collected from the purchase 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 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.
3. Note: Please notify Pulaski County Abstract Company, Inc. prior to closing of any information you become aware of that is different than shown on this commitment (i.e. BANKRUPTCY, DISSOLUTION FILED IN ANOTHER COUNTRY, ESTATES or DECEASED PARTIES, ETC.) We reserve the right to make additional requirements and/or exceptions based upon any new information provided.
4. Payoff and release the mortgages and liens included on Schedule B-ii.

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72C170 Sch. B

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(YODERPRELIMFORAUCTION.PFD25/04/296/7)

PRELIMINARY TITLE

SCHEDULE B (Continued)

Commitment No.: 25/04/296

File No. 25/04/296

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 affecting the title that would be disclosed by an accurate and complete land survey of the land.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
 - a. Computer Records indicate taxes for the year 2024 due and payable in 2025 in the amount of \$13.10 each installment. Being assessed in the name of John A Yoder. Based upon assessed value of land 800; No Improvements; No Exemptions. Parcel No. 001-24005-01 State Parcel Number: 52-02-09-100-006.000-001 (PT W PT NE 9-29-4 48.53A forest lands) First installment shown UNPAID and due May 12, 2025. Second installment shows nothing due.
 - b. The above as shown on the computerized assessment records in the Office of the Treasurer of Miami County. Any possible additional or retroactive assessments or amounts billed including a reconciling statement, under IC 6-1.1 for taxes against the land, and all interest and penalties that may accrue. Informational Note: The Commitment and/or Policy does not insure the accuracy of tax information.
 - c. NOTE: The real estate tax information set out above was taken from the Miami County Treasurer computer system on the date searched. This information, while believed to be accurate, at this time is subject to change without notice. Neither the Company nor its agent assumes or accepts any responsibility for loss, damage, cost or expense due to any change in the information reflected above.
 - d. Taxes for the year 2025 payable in 2026 are a lien not yet due and payable.
 - e. The land described in this commitment shall not be deemed to include any house trailer, mobile home, or mobile dwelling on the subject property.
 - f. The acreage/square footage indicated in the legal description is solely for the purpose of identifying the land. This

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(YODERPRELIMFORAUCTION.PFD/25/04/296/7)

PRELIMINARY TITLE

SCHEDULE B (Continued)

Commitment No.: 25/04/296

File No. 25/04/296

commitment/policy does not insure acreage or the exact quantity of land.

- g. The Company assumes no liability for the accuracy of the amount of any exemptions affecting the property or the value of the land and improvements as shown herein. The property owner/purchaser is responsible for filing any property exemptions, credits or deductions. This commitment/policy does not insure against any loss or damage arising out of the subsequent assessments or taxes and any penalties and interest, due to any change in the land usage or loss of exemption.
- h. 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.
- i. Computer Records indicate that Annual Maintenance for the HH Taylor Open; Richardson Tile shown paid to date. May be perpetual.
- j. Rights of the Public, the State of Indiana and/or the municipality, and others entitled thereto, in and to that part of the land taken or used for road purposes, including utility right of way.
- k. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
- l. Right of way for drainage, flow and maintenance of HH Taylor Open and Richardson Tile, together with an additional 75 foot right of way as provided by IC 36-9-27-33.
- m. Mortgage from John A Yoder to Interra Credit Union in the principal amount of \$ [REDACTED] dated June 15, 2022 and recorded June 16, 2022 at 11:24 AM as Document Number 20220522825.
- n. Judgment search for 10 years past has been made vs. John A Yoder and none found.
- o. Subject to the restrictions and uses of the Department of Natural Resources, State of Indiana, Application for Classification of Land as Forest Land by Lowell Fincher dated February 19, 1981 and recorded February 27, 1981 at 10:12 AM as Document Number 5740 or as in Deed Book 163 page 917-922 in the Office of the Recorder of Miami County, Indiana.
- p. Fees levied and collected by Miami County Solid Waste Management, if any. (Note: The closer must call the Miami County Solid Waste Management Office to determine the present status of account. Telephone Number 765-472-7224).
- q. Survey by Registered land surveyor Greg Deeds dated November 6, 1999 and recorded on January 31, 2019 as document number 20190520432.
- r. Subject to Miami County Zoning and Building Restriction Ordinances.
- s. By virtue of I.C. 27-7-3.6, a fee of \$5 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 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.
- t. Effective July 1, 2006, any documents requiring a preparation statement which are executed or acknowledged in Indiana must contain the following affirmation statement as required by IC36-2-11-15: "I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document unless required by law. (Sign, Print or Type Name)." Additionally, pursuant to IC 35-2-73.5-6, a \$2.00 fee for each recorded document must be collected and deposited into the "County Identification Protection Fee" fund. Said fee has been collected by the County recorder since the law's inception in 2005

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PRELIMINARY TITLE

SCHEDULE B (Continued)

Commitment No.: 25/04/296

File No. 25/04/296

and will continue to be collected until further notice."

- u. Note: This commitment is based upon a search and examination of the public record information by Pulaski County Abstract Company, Inc., and also dba Fulton County Title. Utilization of the information contained herein by an entity other than Pulaski County Abstract Company, Inc. For the purpose of issuing a title commitment or policy for any or all of the proposed insured names on Schedule "A" shall be considered a violation of the proprietary rights of Pulaski County Abstract Company, Inc. and dba Fulton County Title of its search and examination work product.
- v. Note: Please notify Pulaski County Abstract Company, Inc., and also dba Fulton County Title prior to closing, of any information you become aware of that is different than shown on this commitment (i.e. BANKRUPTCY, DISSOLUTION FILED IN ANOTHER COUNTY, ESTATES or DECEASED PARTIES, ETC.). We reserve the right to make additional requirements and/or exceptions based upon any new information provided.
- w. NOTE: The Company takes no liability for unapproved land splits, unrecorded surveys or other matters that may lead to denial of land transfer by the county Auditor, nor for the accuracy of the address in Schedule A.
- x. This commitment or foreclosure guarantee commitment is furnished by Chicago Title Insurance Company or its policy issuing agent solely for the issuance of a policy or policies of title insurance of Chicago Title Insurance Company. This commitment is not an abstract of an opinion of title. Liability under this commitment is defined by and limited to the terms and conditions of this commitment and the title insurance policy to be issued. Persons and entities not listed above as proposed insured's are not entitled to rely upon this commitment for any purpose.
- y. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil gas, uranium, clay, rock, sand and gravel in, on, or under and that may be produced from the land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the public records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions, or reservation of interests that are not listed.
- z. Rights or claims of parties in possession not shown by the public records.
- Aa. 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

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