

ALLEN COUNTY, IN

LAND AUCTION

Hoagland Area

- PRODUCTIVE TILLABLE LAND
- WOODS FOR HUNTING & RECREATION
- POTENTIAL LARGE ESTATE SITES!

57[±]
Acres

Offered in
4 Tracts or
Combinations

INFORMATION BOOKLET

 **SCHRADER**
REAL ESTATE & AUCTION
of Fort Wayne

866-340-0445
SchraderFortWayne.com

TUESDAY, JUNE 3rd • 6:00PM

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: The Devises Under the Last Will and Testament of Marvin Jut

AUCTION COMPANY: Schrader Real Estate & Auction Company of Fort Wayne, LLC

Jerry W Ehle, AU19300123

Michael L. Roy, AU08602044

Schrader Real Estate and Auction Company, Inc., AC63001504



7009 N. River Road, Fort Wayne, IN 46815

CORPORATE HEADQUARTERS:

SCHRADER REAL ESTATE & AUCTION CO., INC.

950 N. Liberty Dr., Columbia City, IN 46725

260-244-7606 or 800-451-2709

SchraderAuction.com

TERMS AND CONDITIONS:

PROCEDURE: The property will be offered in 4 individual tracts, or any combination of tracts. Bidding will be permitted on individual tracts and combinations of any two or more tracts. There will be open bidding on any individual tracts and combinations until the close of the auction. The property will be bid in the manner resulting in the highest total sale price.

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, AND ARE CAPABLE OF PAYING CASH AT CLOSING.**

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

DEED: Seller shall provide a Personal Representative's deed(s) and 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 and Seller.

POSSESSION: Possession is at closing on the two woods parcels, and subject to the Tenant Farmer's 2025

crop. Buyer(s) of Tracts 1 and 3 will receive the Owner share of the 2025 crop which is 40% of the crop share. Tenant farmer pays all of the expenses.

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 and 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 and Seller. The type of survey performed shall be at the Seller's option and sufficient for providing title insurance. Closing prices shall be adjusted to reflect any difference between advertised and surveyed acres.

TRACT MAPS/ACRES: Pre-auction tract maps and acre estimates are approximations provided for identification and illustration purposes only. They are not provided for as survey products and 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 and its representatives are exclusive agents of the Seller.

DISCLAIMER AND ABSENCE OF WARRANTIES: All information contained in this brochure and all related materials is subject to the Terms and 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 and agent are not assuming any responsibility for warranty of any specific zoning classifications, location of utilities, assurance of building permits, driveway permits or water and septic permits. Tract acreage has been estimated based on aerial photographs. The property is being sold on an "AS IS, WHERE IS" basis, and 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, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company. All sketches and dimensions in this brochure are approximate. Except for any express warranties set forth in the sale documents, purchaser(s) assumes all risks thereof and acknowledges that in consideration of the other provisions contained in the sale documents, Seller and the Auction Company make no warranty or representation, express or implied or arising by operation of law, including any warranty of merchantability or fitness for a particular purpose of the property, or any part thereof, and in no event shall Seller or the Auction Company be liable for any consequential damages. Conduct of the auction and increments of bidding are at the direction and discretion of the auctioneer. The Seller and 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.

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**For Information Call Auction Managers:
Jerry Ehle, 260-749-0445 • Mike Roy, 260-437-5428**



REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

TUESDAY, JUNE 3, 2025

57± 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 Tuesday, May 27, 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
57± Acres • Allen County, Indiana
Tuesday, June 3, 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, June 3, 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, May 27, 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.

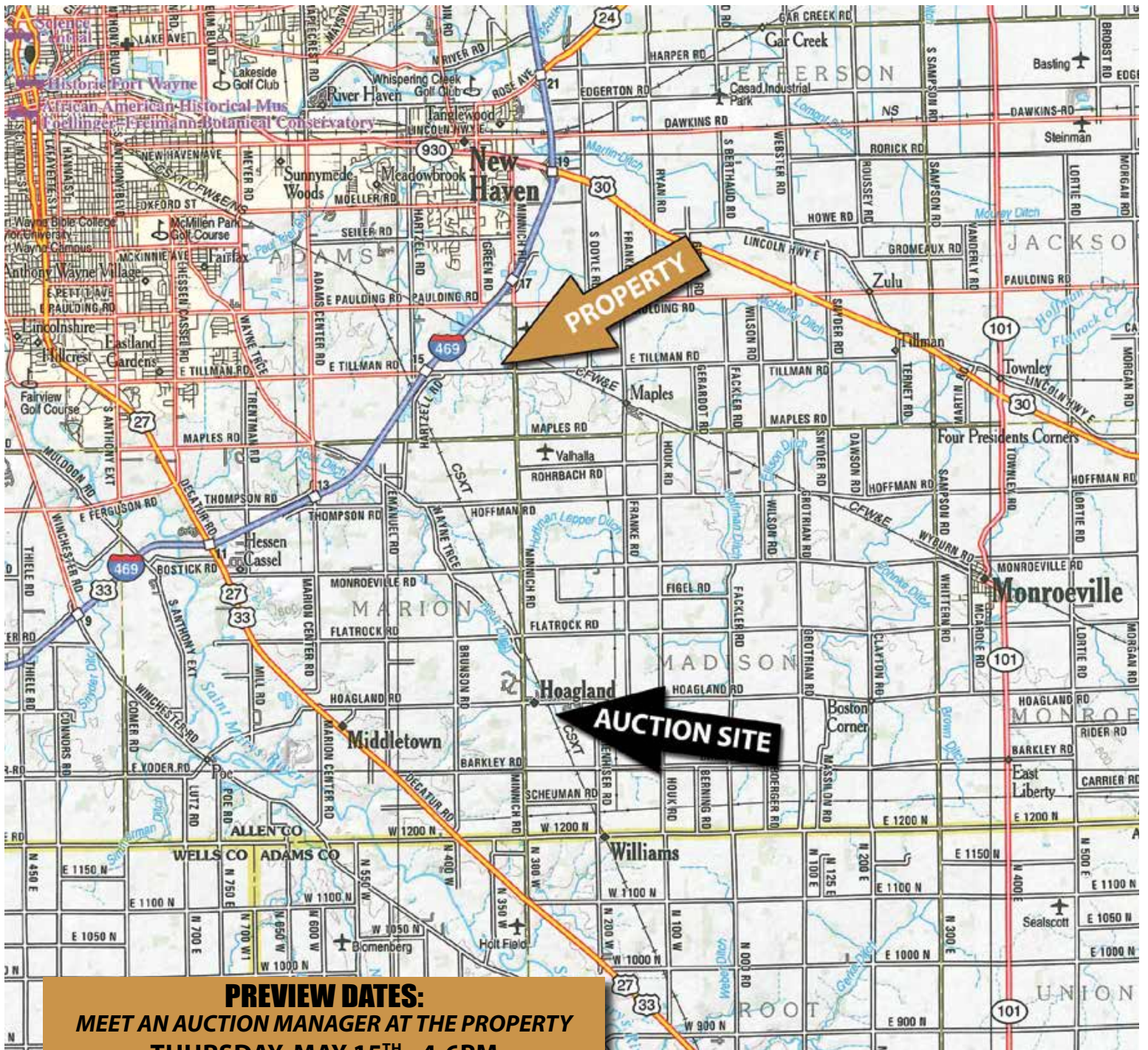
Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

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 &
AERIAL TRACT MAP**

LOCATION MAP

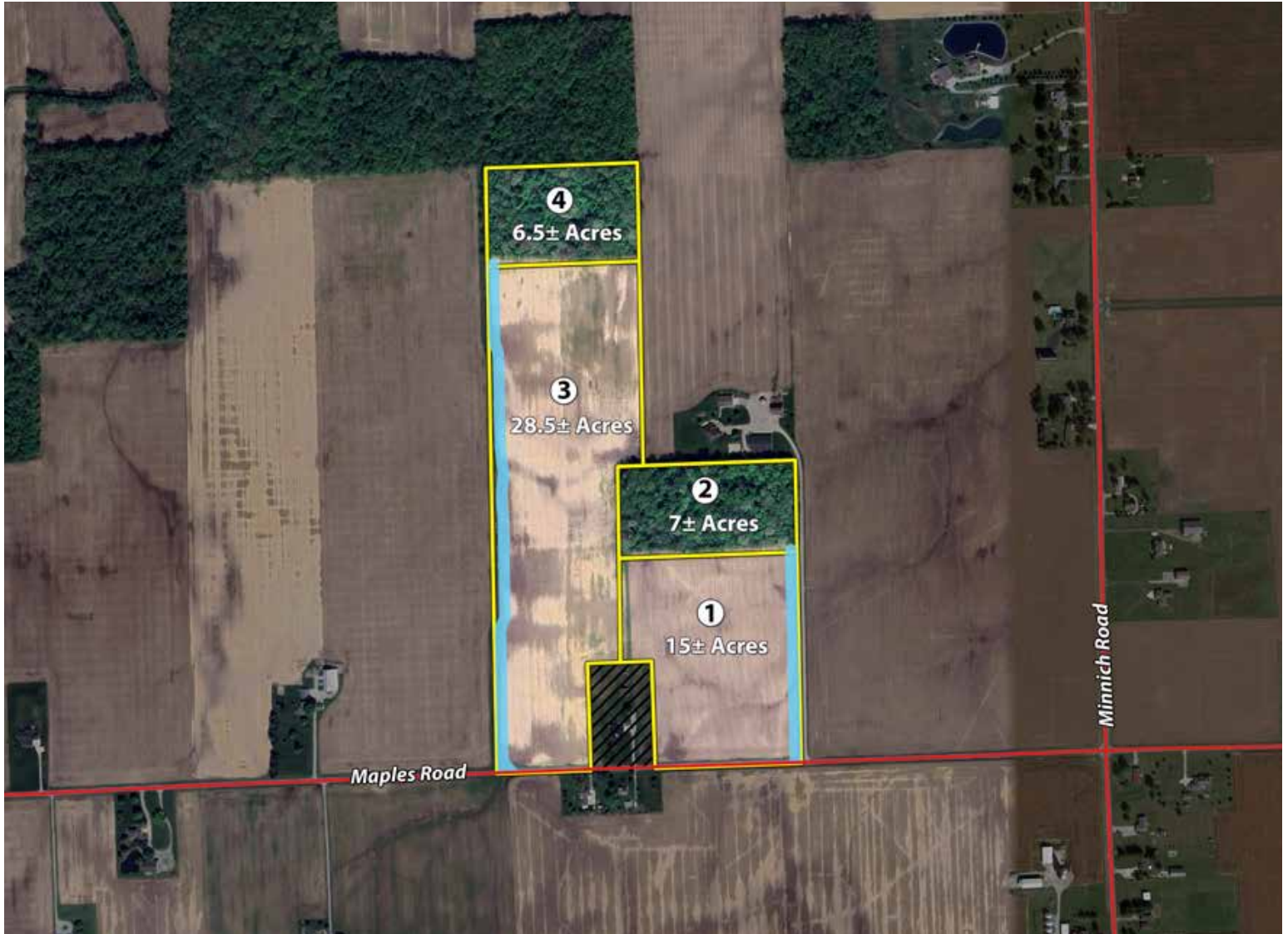


PREVIEW DATES:
MEET AN AUCTION MANAGER AT THE PROPERTY
THURSDAY, MAY 15TH • 4-6PM
TUESDAY, MAY 20TH • 4-6PM
Or Call Auction Manager or go to Website for more information.

**PROPERTY LOCATION: 10,000 BLOCK OF MAPLES ROAD,
WEST OF MINNICH ROAD, FORT WAYNE, IN 46816.**

**AUCTION HELD AT HOAGLAND PARK COMMUNITY CENTER,
11320 HOAGLAND ROAD, HOAGLAND, IN 46745.**

AERIAL MAP



TRACT DESCRIPTIONS:

TRACT 1: 15± ACRES, TILLABLE PRODUCTIVE FARM LAND. This tract has considerable amount of road frontage along Maples Road. The soils are a combination of Pewamo silty clay and Blount silt loam. This tract will back up to Tract 2, a wooded property and will be subject to a 50' ingress / egress and utility easement on the east edge of the tract and going back to Tract 2.

TRACT 2: 7± ACRES, THIS TRACT IS ALL WOODED with a 50' Roadway easement as access. There is some mature and maturing hardwoods throughout. This tract lies adjacent to Tract 1. Combine these tracts for a potential 22± Acre Estate Site with a woods backdrop!! *If purchased by an adjacent land owner, or in combination with another adjacent tract, then the Roadway Access easement will not be created.*

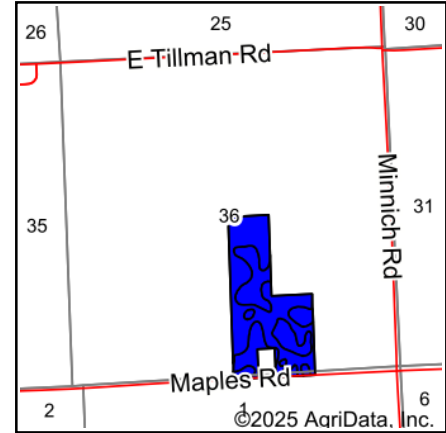
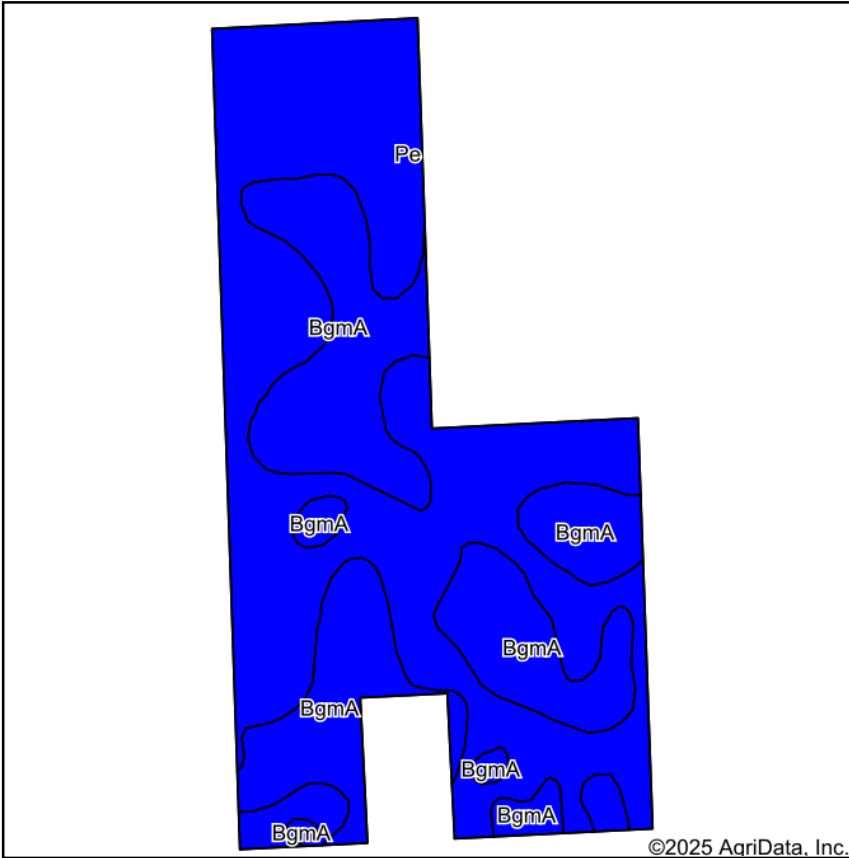
TRACT 3: 28.5± ACRES, THIS TRACT IS MOSTLY TILLABLE with the open ditch as part of the tract.

There is considerable road frontage along Maples Road. The ditch has a 75' County Right of Way on both sides of the ditch. The soils on this tract are also a combination of Pewamo silty clay loam and Blount silt loam. This tract will also be subject to a 50' ingress / egress Roadway easement for Tract 4 and the easement will begin as a 100' wide easement at the road.

TRACT 4: 6.5± ACRES, THIS TRACT IS MOSTLY WOODED with a 50' Roadway easement as access. There is also some mature and maturing hardwoods throughout this woods. This tract lies adjacent to Tract 3. The open ditch runs along the west part of this tract and there also is the 75' County Right of Way on both sides of the ditch. This tract offers a private hunting and recreation spot. *If purchased by an adjacent land owner or in combination with another adjacent tract, then the Roadway Access easement will not be created.*

SOIL INFORMATION

SOIL MAP - Whole Property



State: **Indiana**
 County: **Allen**
 Location: **36-30N-13E**
 Township: **Adams**
 Acres: **57.16**
 Date: **4/24/2025**



Soils data provided by USDA and NRCS.

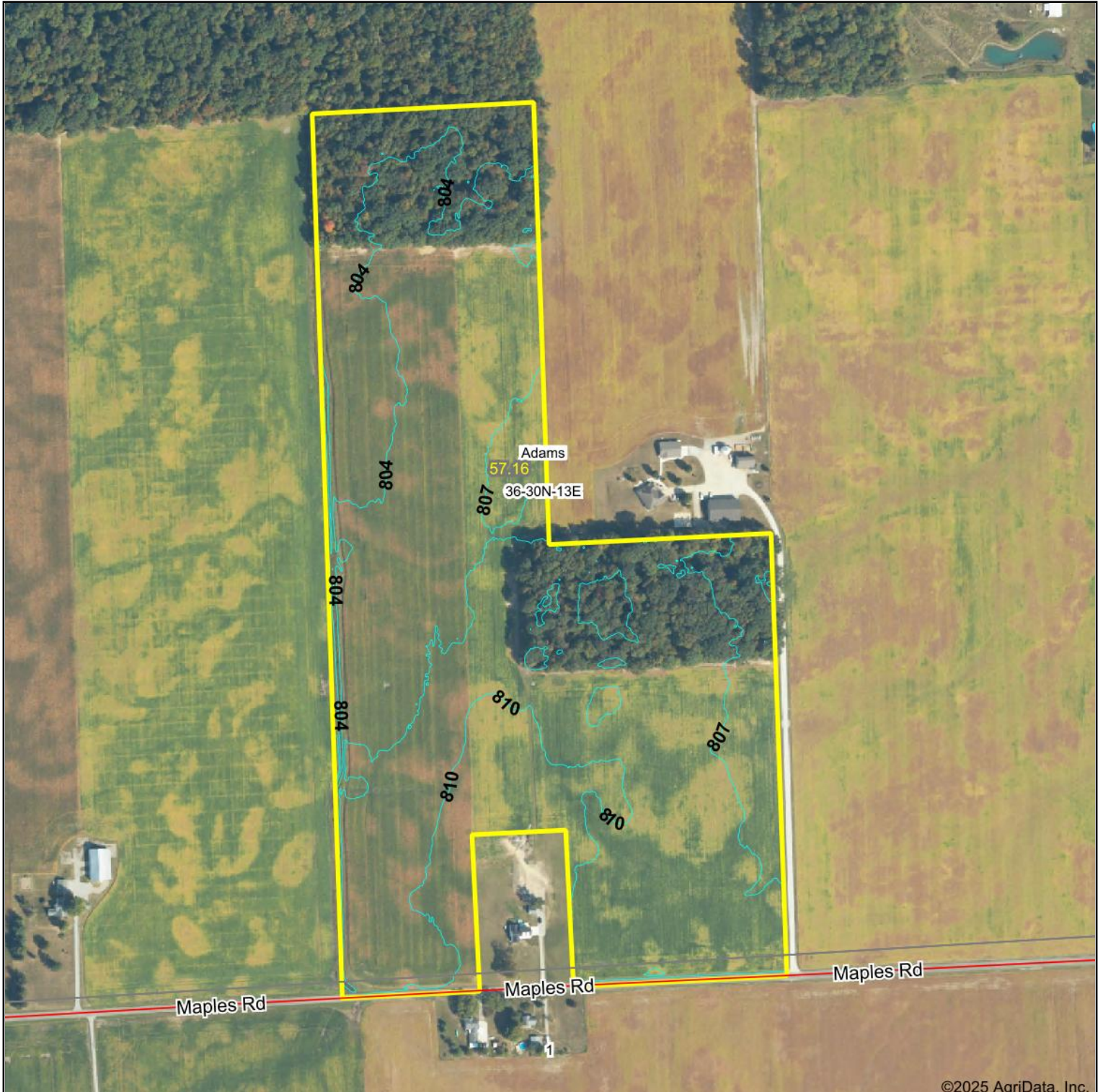
©2025 AgriData, Inc.

Area Symbol: IN003, Soil Area Version: 24

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Grass legume hay Tons	Grass legume pasture AUM	Soybeans Bu	Winter wheat Bu
Pe	Pewamo silty clay loam, 0 to 1 percent slopes	34.71	60.7%		Ilw	157	5	11	47	64
BgmA	Blount silt loam, ground moraine, 0 to 2 percent slopes	22.45	39.3%		Ilw	141	5	9	45	63
Weighted Average					2.00	150.7	5	10.2	46.2	63.6

Soils data provided by USDA and NRCS.

TOPO CONTOURS MAP



©2025 AgriData, Inc.



Source: USGS 1 meter dem

Interval(ft): 3.0

Min: 798.8

Max: 812.6

Range: 13.8

Average: 807.1

Standard Deviation: 2.46 ft



4/24/2025

36-30N-13E
Allen County
Indiana

Boundary Center: 41° 0' 31.66, -85° 0' 25.75

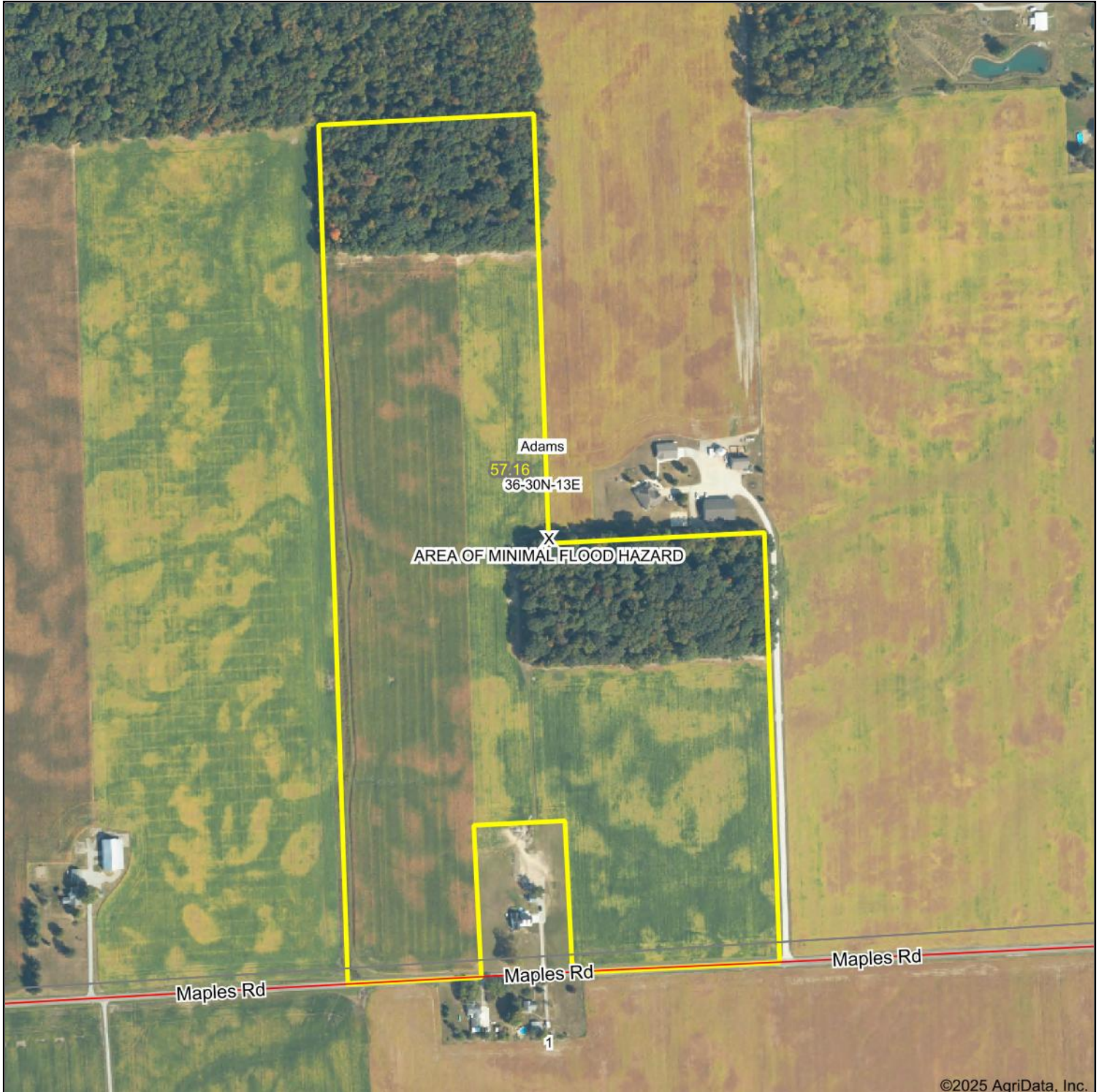
Maps Provided By:



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www.AgriDataInc.com

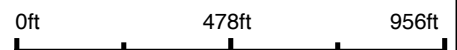
FLOOD ZONE MAP



©2025 AgriData, Inc.



Boundary Center: 41° 0' 31.66, -85° 0' 25.75



36-30N-13E
Allen County
Indiana



4/24/2025

Flood related information provided by FEMA

FSA INFORMATION

FSA INFORMATION

INDIANA
ALLEN
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

FARM : 2531
Prepared : 3/27/25 1:19 PM CST
Crop Year : 2025

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

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

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
60.89	46.19	46.19	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	46.19	0.00		0.00	0.00	0.00	0.00	

Crop Election Choice

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

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	15.09	0.00	70	
Corn	14.95	0.00	141	
Soybeans	14.86	0.00	47	
TOTAL	44.90	0.00		

NOTES

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Tract Number : 1637
Description : J10/2A ADAMS TWP SEC 36 N OF MAPLES W OF MINNICH
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 : Tract contains a wetland or farmed wetland
WL Violations : None
Owners : THE ESTATE OF MARVIN G JUDT
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
60.89	46.19	46.19	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 : 2531
Prepared : 3/27/25 1:19 PM CST
Crop Year : 2025

Tract 1637 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	46.19	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	15.09	0.00	70
Corn	14.95	0.00	141
Soybeans	14.86	0.00	47
TOTAL	44.90	0.00	

NOTES

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, 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.inlake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

FSA INFORMATION

USDA Farm 2531 Tract 1637

2025 Certification map prepared on: 3/12/2025

CRP TRS: 30N13E36



Administered by: Allen County, Indiana

CLU Allen

OP:

60.89 Tract acres

Wetland Determination Identifiers:

OW: THE ESTATE OF MARVIN G JUDT

46.19 Cropland acres

● Restricted Use

0 CRP acres

▼ Limited Restrictions

■ Exempt from Conservation Compliance Provisions

Source: Primarily USDA NAIP 2024 Imagery; IDHS or Dynamap roads; FSA data 2025-03-11 07:16:17

Crops are non-irrigated, intended use is grain, and types are YEL (corn), COM (soybeans), and SRW (wheat) unless noted



CLU	Acres	HEL	LC	Contract	Prac	Yr	C	I
6	0.21	N	2					N
Crop:								
Date:								
Shares:								
7	15.83	N	2					Y
Crop:								
Date:								
Shares:								
8	30.36	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 NRCS

TAX REPORTS

TAX REPORTS

02-13-36-400-001-000-039

General Information

Parcel Number 02-13-36-400-001-000-039
 Local Parcel Number 12-0036-0011
 Tax ID:

Routing Number

Property Class 100
 Vacant Land
 Year 2024

Location Information

County Adams
 Township ADAMS TOWNSHIP
 District 039 (Local 012)
 039 ADAMS (12)
 School Corp 0255
 EAST ALLEN COUNTY
 Neighborhood 391095-039
 AGR/RURAL RES HOMESITES HAR
 Section/Plat 0363013
 Location Address (1)
 10001 MAPLES (BEH) RD
 FORT WAYNE, IN 46816

Ownership

JUDT MARVIN
 10101 MAPLES RD
 FORT WAYNE, IN 46816-9513

Transfer of Ownership

Date 04/16/2001
 Owner JUDT MARVIN
 01/01/1900 JUDT GEORGE & MARY

Dec ID Code Book/Page Adj Sale Price Val

01-1755 AS 01/1755
 WD 1 /

Legal

W 1/2 NW 36 SE 1/4 SEC 36

Agricultural



Valuation Records: Work In Progress, values are not certified, values and are subject to change!

Assessment Year	Reason For Change	As Of Date	Valuation Method	Equalization Factor	Notice Required	Land	Land Res (1)	Land Non Res (2)	Land Non Res (3)	Improvement	Imp Res (1)	Imp Non Res (2)	Imp Non Res (3)	Total	Total Res (1)	Total Non Res (2)	Total Non Res (3)
2024	WIP	01/25/2024	Indiana Cost Mod	1.0000		\$30,800	\$0	\$30,800	\$0	\$0	\$0	\$0	\$0	\$30,800	\$0	\$30,800	\$0
2023	AA	03/22/2024	Indiana Cost Mod	1.0000		\$25,700	\$0	\$25,700	\$0	\$0	\$0	\$0	\$0	\$25,700	\$0	\$25,700	\$0
2022	AA	04/01/2023	Indiana Cost Mod	1.0000		\$20,300	\$0	\$20,300	\$0	\$0	\$0	\$0	\$0	\$20,300	\$0	\$20,300	\$0
2021	AA	03/21/2022	Indiana Cost Mod	1.0000		\$17,500	\$0	\$17,500	\$0	\$0	\$0	\$0	\$0	\$17,500	\$0	\$17,500	\$0
2020	AA	03/08/2021	Indiana Cost Mod	1.0000		\$17,300	\$0	\$17,300	\$0	\$0	\$0	\$0	\$0	\$17,300	\$0	\$17,300	\$0
2019	AA	03/13/2019	Indiana Cost Mod	1.0000		\$17,300	\$0	\$17,300	\$0	\$0	\$0	\$0	\$0	\$17,300	\$0	\$17,300	\$0

Land Computations

Actual Frontage	20.00
Developer Discount	0
Parcel Acreage	20.00
#1 Legal Drain NV	2.23
#2 Public Roads NV	0.00
#3 UT Towers NV	0.00
#4 HomeSite	0.00
#1/#2 Acres	0.00
Total Acres, Farmland	17.71
Farmland Value	\$30,840
Measured Acreage	17.71
Avg Farmland Value/Acre	1742
Value of Farmland	\$30,840
Classified Total	\$0
Farm / Classified Value	\$30,840
Homesite(s) Value	\$0
91/92 Value	\$0
Supp. Page Land Value	\$0
CAP 1 Value	\$30,840
CAP 2 Value	\$0
CAP 3 Value	\$0
Total Value	\$30,840

Market Model

N/A

Characteristics

Topography Flood Hazard
 Rolling
 Public Utilities ERA
 Electricity
 Streets or Roads TIF
 Unpaved
 Neighborhood Life Cycle Stage
 Other
 Printed Tuesday, April 2, 2024
 Review Group 2020

Monday, April 2, 2024

Data Source N/A

Collector 09/09/2020 sxshaa

Appraiser 09/09/2020 sxshaa

AGR/RURAL RES HOMESIT 1/2

SURVEY

SURVEY

NEW ORIGINAL REMAINDER DESCRIPTION: (part of a tract described in Document Number 200055362)

Part of the Southwest Quarter of the Southeast Quarter, together with all of the West Half of the Northwest Quarter of said Southeast Quarter, all in Section 36, Township 30 North, Range 13 East, Allen County, Indiana, based on an original survey by Joseph R. Herendeen, Indiana Professional Surveyor Number 20900190 of Sauer Land Surveying, Inc., Survey No. 143-149, dated November 2, 2022, and being more particularly described as follows, to-wit:

Beginning at the South Quarter corner of said Section 36, being marked by a railroad spike; thence North 88 degrees 00 minutes 18 seconds East (GPS grid bearing and basis of all bearings in this description), on and along the South line of said Southeast Quarter, being within the right-of-way of Maples Road, a distance of 410.16 feet to a survey nail at the Southwest corner of a 3.002 acre tract of real estate described in a deed to Andrew Bearman and Elizabeth Bearman in Document Number 2022025631 in the Office of the Recorder of Allen County, Indiana; thence North 01 degrees 59 minutes 42 seconds West, on and along the West line of said 3.002 acre tract, a distance of 467.00 feet to a #5 rebar at the Northwest corner thereof; thence North 88 degrees 00 minutes 18 seconds East, on and along the North line of said 3.002 acre tract, a distance of 280.00 feet to a #5 rebar at the Northeast corner thereof; thence South 01 degrees 59 minutes 42 seconds East, on and along the East line of said 3.002 acre tract, a distance of 467.00 feet to a #5 rebar at the Southeast corner thereof, being a point on the South line of said Southeast Quarter; thence North 88 degrees 00 minutes 18 seconds East, on and along said South line and within said right-of-way of Maples Road, a distance of 636.56 feet to a survey nail at the Southeast corner of the Southwest Quarter of said Southeast Quarter; thence North 01 degrees 11 minutes 19 seconds West, on and along the East line of the Southwest Quarter of said Southeast Quarter, a distance of 1319.63 feet to a #5 rebar at the Northeast corner of the Southwest Quarter of said Southeast Quarter; thence South 87 degrees 56 minutes 30 seconds West, on and along the North line of the Southwest Quarter of said Southeast Quarter, a distance of 662.14 feet to a #5 rebar at the Southeast corner of the West Half of the Northwest Quarter of said Southeast Quarter; thence North 01 degrees 08 minutes 07 seconds West, on and along the East line of the West Half of the Northwest Quarter of said Southeast Quarter, a distance of 1318.91 feet to a #5 rebar at the Northeast corner of the West Half of the Northwest Quarter of said Southeast Quarter; thence South 87 degrees 52 minutes 41 seconds West, on and along the North line of said Southeast Quarter, a distance of 660.93 feet to an iron rail post at the Center of said Section 36; thence South 04 minutes 55 seconds East, on and along the West line of said Southwest Quarter, a distance of 2636.38 feet to the point of beginning, containing 57.149 acres of land, subject to legal right-of-way for Maples Road, and subject to all easements of record.

Last Deeds of Record: Doc. 200055362
Last Date of Fieldwork: October 25, 2022

This property appears to lie within Zone X as the description plots by scale on Flood Insurance Rate Map Numbered 18003C 03206, effective August 3, 2009.

SURVEYOR'S REPORT

Prepared as a part of the foregoing survey.

Address: Maples Road, Fort Wayne, IN 46816

This survey is intended to retrace the remainder of the record boundaries of a tract of real estate described in a Deed of Personal Representative from Wayne Judt and Marvin Judt, as Personal Representatives of the estate of Mary L. Judt, to Marvin Judt, dated September 8, 2000, and recorded in Document Number 200055362 in the Office of the Recorder of Allen County, Indiana.

In Accordance with Title 865, Article 1.1, Chapter 12, Sec. 1 et. seq. of the Indiana Administrative Code, the following observations and opinions are submitted regarding various uncertainties in (a) reference monuments, (b) lines of occupation, (c) record descriptions, and (d) those uncertainties due to random errors in measurement ("relative positional accuracy"). There may be unwritten rights associated with these uncertainties.

REFERENCES: Copies of the following documents were reviewed in completion of this survey:

- The deeds of the subject tract and the adjoining tracts, as shown on the plat of survey.
- Allen County Surveyor's Section Corner Records.
- A survey of the adjoining Bearman tract by Sauer Land Surveying, Inc., Document Number 2022048319.
- A survey of the adjoining Antil tract by Sauer Land Surveying, Inc., Document Number 2013033513.
- A survey of a adjoining tract by Sauer Land Surveying, Inc., Document Number 2014023391.
- A survey of the adjoining T & L Shroyer tract by ZK Tazian Associates, Inc., Survey No. 09-05-34, dated August 27, 2009.

(A) AVAILABILITY OF REFERENCE MONUMENTS:

The existing monuments of the Public Land Survey corners were held as controlling corners and were used as the basis for this survey. The found monuments are considered by the undersigned surveyor to be "local corners" which are subject to undiscovered evidence regarding the true location of said corners. The corners of subject tract are marked as shown on the survey certificate in conformity with said survey monuments. Uncertainties based on existing monuments are not readily determinable due to the use of said local corners. The following monuments were accepted as the location of the Public Land Survey corners:

- The South Quarter corner of Section 36.....County witnessed railroad spike found.
- The Southeast corner of Section 36.....County witnessed cast iron monument found.
- The Center of Section 36.....Iron rail post found as shown on the above-referenced Sauer surveys.
- The East Quarter corner of Section 36.....County witnessed cast iron monument found.
- The North Quarter corner of Section 36.....County highway Type "B" Highway monument found.
- The West Quarter corner of Section 36.....Steel posts found as shown on the above-referenced Sauer survey.

The lines of the Southeast Quarter were all established between the above-referenced monuments. The Southeast Quarter of said Section 36 was further subdivided by aliquot division. Uncertainties due to variances between found controlling monuments and record distances were determined to be a maximum of 0.32 feet in the North-South direction and 1.23 feet in the East-West direction. Uncertainties due to variances between all found monuments and record distances were determined to be 5.7 feet in any direction.

(B) OCCUPATION AND/OR POSSESSION LINES:

Occupation and/or possession lines near the perimeter of subject tract are shown on the plat of survey with the variances from the boundary lines as established in this survey. Encroachments and/or discrepancies may be buried or otherwise obscured by natural or man-made obstructions. There are no observable uncertainties in occupation and/or possession lines.

(C) AMBIGUITY OF RECORD DESCRIPTIONS:

Upon review of the most current deeds of record, the base tract description does not contain any ambiguity with any of the adjoiners' descriptions. Therefore, there are no uncertainties based upon record descriptions.

(D) RELATIVE POSITIONAL ACCURACY:

The relative positional accuracy representing the uncertainty due to random errors in measurements of the corners established in this survey is less than or equal to the specifications for a Rural Survey (0.26 feet plus 200 ppm) as defined by IAC 865.

(E) ESTABLISHMENT OF LINES AND CORNERS:

1. The most Southerly line of subject tract was established on and along the South line of the Southeast Quarter.
2. The most Westerly line of subject tract was established on and along the West line of the Southeast Quarter.
3. The most Easterly line of subject tract was established on and along the East line of the Southwest Quarter of the Southeast Quarter.
4. The most Northerly line of subject tract was established on and along the North line of the Southeast Quarter.
5. The remaining East line of subject tract was established on and along the East line of the West Half of the Northwest Quarter of the Southeast Quarter.
6. The remaining North line of subject tract was established on and along the North line of the Southwest Quarter of the Southeast Quarter.
7. The lines of the 3.002 acre Bearman tract were all established using record geometry conforming with found original monuments.

(F) NOTES:

1. This survey is an opinion of a licensed land surveyor of the State of Indiana as to the actual location of the lines and corners outlined in the deed description. This opinion is based on logic, relevant field and research evidence, and established surveying principles. However, this opinion is subject to the interpretation of its deed description, and the boundaries of adjacent tracts may not be consistent with the boundaries of the subject tract. As a consequence, another surveyor may arrive at a different conclusion and different location of the boundaries.
2. A survey cannot resolve uncertainties in the position of the original boundaries that exist. Only courts may establish property lines. The boundaries were established from the most current recorded descriptions. An abstract or title search may reveal the existence of matters of ownership and rights of others not otherwise apparent. As of this date, no title commitment has been provided for review.
3. The flood statement herein is for informational purposes only. Accurate determination of the flood hazard status of the property can only be made by an elevation study which is beyond the scope of this survey.
4. No attempt has been made to review or come to an opinion on the title or marketability of the title. Any appearance of an opinion on the title is unintentional.
5. Unplatted easements, setback lines, restrictive covenants, or land use regulations affecting the subject tract are shown only when documentation of such matters has been furnished by the client.
6. All documents of record and information from other public sources referred to in this survey are hereby incorporated as part of this survey as if fully set out.
7. No attempt has been made to determine the zoning status of the property. It is the responsibility of the parties involved in the real estate transaction to determine compliance with zoning regulations.
8. Any fence or other evidence of possession which varies from the written title lines may constitute adverse possession or prescriptive rights.
9. Subsurface and environmental conditions were not examined or considered as a part of this survey.
10. Any acreage shown is based on the boundaries established from the deed description and no certification is made that the land area shown on the survey is the exact acreage owned by the client.
11. Expression of distances to hundredths of a foot and angles to seconds of arc is solely to minimize errors introduced by rounding. Neither distances nor angles can be measured to the degree of precision implied by the stated units. No dimension on the survey can be interpreted to be of greater precision than the theoretical uncertainty stated in Part (D) of the Surveyor's Report.
12. Since the last date of fieldwork of this survey, conditions beyond the knowledge or control of Sauer Land Surveying, Inc. may have altered the validity and circumstances of matters shown or noted hereon.
13. Declaration is made to original purchaser of the survey, and is not transferable to additional institutions or subsequent owners. This survey is valid only with the surveyor's original or electronic signature and seal, full payment of invoice, and complete with all pages of the survey.
14. No statement made by any employee or agent of Sauer Land Surveying, Inc. is valid unless written herein.

CERTIFICATE OF SURVEY

This document is a record retracement survey of real estate prepared under IAC Title 865, Article 1, Rule 12 and in conformity with established practices of surveying and made in accordance with the record on file in the Office of the Recorder of Allen County, Indiana. The land described exists in full dimensions as shown hereon in feet. It is free from encroachments either way across boundary lines unless specifically stated hereon. Corners were perpetuated as indicated.

I, Joseph R. Herendeen, 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. I further certify the above statements to be correct to the best of my information, knowledge, and belief.


Date: 11/02/2022
Indiana Professional Land Surveyor



IAC 865 Survey & Surveyor's Report
of
Part of the Southeast Quarter of Section 36,
Township 30 North, Range 13 East, Allen County, Indiana

Revisions:	For: Judt, Marvin	Drawn By: JRH
	By: Sauer Land Surveying, Inc.	Checked By: KNP
	14033 ILLINOIS ROAD, SUITE C FORT WAYNE, IN 46814 TEL: 260/469-3300 / FAX: 260/469-3301	Scale: 1" = 150'
	Date: November 2, 2022	Job No. 143-149

PETITION TO WIDEN

PETITION TO WIDEN

Book 292 Page 128-34

WALTER H. SUMMERS
AUDITOR ALLEN COUNTY
FORT WAYNE, INDIANA 46802
TELEPHONE: 743-0535 (EXT. 284)

15165

July 22, 1966

Re: Petition

Widening of Maples Road
From Wayne Trace to Minnich Road
Adams Township - Sections 34, 35 and 36
Marion Township - Sections 1, 2 and 3

The above named Petition has been checked for signatures of property owners and found to be complete.

Allen County Auditor's Office
R. Bowser

Quinty E. Reed
ALLEN COUNTY RECORDER
1966 JUL 22 PM 2 32

This instrument prepared by Donald J. Sigel

DULY ENTERED FOR TAXATION

JUL 22 1966

Walter H. Summers
AUDITOR OF ALLEN COUNTY

Instrument # 6402

PETITION TO WIDEN

Book 292 Page 130

✓ Arthur Lepper
 ✓ Nellie Lepper
 ✓ Rudolph M. Nord
 ✓ Elsie M. Nord
 ✓ George ^{NAMES} Felt
 ✓ George L. Felt (Lellan)
 ✓ Chophan J. Holembrewski
 ✓ Carol J. Holembrewski
 ✓ David C. Doctor
 ✓ Betty Lou Doctor
 ✓ Lydia E. Doctor
 ✓ Bud C. Linnell
 ✓ Herbert Doctor
 ✓ Ingevald Doctor
 ✓ William Bush
 ✓ Lydia Bush
 ✓ William S. Gick
 ✓ Arma Gick
 ✓ Martin Trice
 ✓ Glenn C. Witte
 ✓ Lorene D. Witte
 ✓ Eugene A. Lepper
 ✓ Elizabeth R. Lepper
 ✓ Walter M. Ochler
 ✓ Orlean Ochler
 ✓ Elizabeth M. Fuess
 ✓ Robert H. Fuess
 ✓ James Felt
 ✓ Mrs. James Felt
 ✓ George H. Judd
 ✓ Mary Judd
 ✓ Charles H. Judd
 ✓ Helen Judd
 ✓ Charles H. Lepper
 ✓ Della Lepper
 ✓ Joe McKee
 ✓ Genevieve E. McKee
 ✓ Maurice Goodman
 ✓ Raymond H. Doctor
 ✓ Hazel M. Doctor
 ✓ Kenneth Green

RR 7 Ft. Wayne Ind
 R.R. 7 Ft. Wayne Ind
 RR 7 Ft. Wayne Ind
 RR 7 Ft. Wayne Ind
 10024 ~~MAPLE ROAD ADDRESS~~ Ft. Wayne Ind
 10024 Maple Rd. Wayne Ind
 3205 Alexander St.
 3205 Alexander St.
 7235 Maple Road
 7235 Maple Road
 7324 Maple Road
 6924 Maple Rd.
 6713 Maple Rd.
 6713 Maples Rd.
 7815 Maples Rd
 7815 Maples Rd
 9325 Maples Rd
 9325 Maples rd.
 9710 Maples Rd.
 9128 Maple Rd
 9128 Maples Rd.
 8231 Maple Rd.
 8231 Maples Rd.
 Maples Rd.
 Maples Road
 7024 Maples Rd.
 10106 Maple Rd.
 10106 Maples Rd.
 10101 Maples Rd.
 9703 Maples Rd
 9703 Maples Rd.
 R 7 Ft Wayne Ind
 R 7 Ft Wayne Ind
 R 7 Ft Wayne Ind
 RR 7, Ft. Wayne Ind
 8332 Minch Rd Ft Wayne
 8449 Wayne Trace Ft. Wayne
 8449 Maple Trace Ft. Wayne Ind
 R 7 Ft Wayne Ind.

PETITION TO WIDEN

Book 292 Page 132

State of Indiana }
County of Allen } SS; Affidavit.

BUD C. FINNELL, being first duly sworn upon his oath deposes and says that he is a resident of the State of Indiana and that he is over the age of twenty-one years. Affiant further says that by deed recorded December 5th, 1952 this affiant, Bud C. Finnell together with Colleen G. Finnell acquired title to the following described real estate, to wit;

Lot number 2 Vallyd Acres Add.
located in Marion Township,
Allen County, Indiana.

Affiant further says that Colleen G. Finnell is now deceased and he makes this affidavit for the purpose of changing the tax records from the names of Bud C. Finnell and Colleen G. Finnell to the name of BUD C. FINNELL, the present legal owner.

Further affiant sayeth naught.

Bud C. Finnell

Bud C. Finnell.

Subscribed and sworn to before me, a Notary Public, this 20 day of July, 1966.

James D. Sigel

Notary Public.

My Commission expires;

January 7, 1967

DULY ENTERED FOR TAXATION

JUL 21 1966

Walter D. Summers
AUDITOR OF ALLEN COUNTY

Instrument # 6365

PETITION TO WIDEN

BooE 292 Page 133

INDIANA STATE BOARD OF HEALTH
DIVISION OF VITAL RECORDS
MEDICAL CERTIFICATE OF DEATH

'58 UU/503

Local No. 59 State No. _____

1. PLACE OF DEATH
a. COUNTY ALLEN
b. CITY, TOWN, OR LOCATION FT. WAYNE
c. LENGTH OF STAY IN LB 43 YRS
d. NAME OF HOSPITAL OR INSTITUTION R.R. #7 MINICH Rd.
e. STREET ADDRESS R.R. #7 MINICH Rd.
f. IS RESIDENCE INSIDE CITY LIMITS? YES NO
g. IS RESIDENCE ON A FARM? YES NO

2. NAME OF DECEASED ADELINE GRODRIAN
3. SEX FEMALE 4. COLOR OR RACE WHITE
5. MARRIAGE STATUS MARRIED NEVER MARRIED WIDOWED DIVORCED
6. DATE OF BIRTH APRIL 19 1890
7. AGE (in years, last birthday) 67
8. DATE OF DEATH 3-25-1958
9. MONTH 3 DAY 25 YEAR 1958
10. OCCUPATION (Give kind of work done during most of working life, even if retired) HOUSEWIFE
11. BIRTHPLACE (State or foreign country) IND.
12. GRADE OR RANK OF OCCUPATION U.S.A.
13. FATHER'S NAME HENRY B. ARMAN
14. MOTHER'S MAIDEN NAME MARGARET TRAUTMAN
15. INFORMANT'S NAME MAURICE GRODRIAN
16. RELATIONSHIP TO DECEASED HUSBAND
17. INFORMANT'S ADDRESS R.R. #7 Ft. Wayne, Ind.
18. SOCIAL SECURITY NO. _____
19. WAS DECEASED EVER IN U.S. ARMED FORCES (Year, No. of calendar) (If yes, give year or date of service) No
20. IMMEDIATE CAUSE (a) Chronic Myocarditis
21. INTERVAL BETWEEN ONSET AND DEATH 1 1/2 hrs
22. DUE TO (b) Metastatic Adenocarcinoma of Breast 15 mos
23. DUE TO (c) Adenocarcinoma of Left Breast 7 mos
24. ACCIDENT SCULD HOMICIDE 25. DESCRIBE HOW INJURY OCCURRED. (State nature of injury in Part I or Part II of form II.)
26. TIME OF INJURY _____
27. INJURY OCCURRED WHILE AT? NOT WHILE AT WORK AT WORK
28. PLACE OF INJURY is a, in or about _____
29. CITY, TOWN, OR LOCATION _____ COUNTY _____ STATE _____
30. ATTENDING PHYSICIAN (Name, address, and telephone number) Dr. H. M. CRT 174 E. 3rd St. Ft. Wayne, Ind. 43203
31. HEALTH OFFICER (Name, address, and telephone number) _____
32. HEALTH OFFICER (Name, address, and telephone number) _____
33. NAME OF CEMETERY OR CREMATORY I.O.O.F. CEMETERY
34. LOCATION NEW HAVEN, IND.
35. DATE LISTED BY LOCAL HEALTH OFFICER 3-28-58
36. FUNERAL DIRECTOR W. H. HARPER
37. ADDRESS 151 N. NEW HAVEN, IND.

FEDERAL DIRECTOR'S LICENSE No. 1870

DULY ENTERED FOR TAXATION

State of Indiana)
County of Allen) SS: Affidavit.

APR 20 1966

Maurice Grodrian, being first duly sworn upon his oath deposes and says that he is a resident of the State of Indiana and that he is over the age of twenty-one years. Affiant states that he, Maurice Grodrian and his wife Adeline Grodrian, acquired title to the following described real estate;

The SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 36, Adams Township, Cont 40 acres also
The NE $\frac{1}{4}$ SE $\frac{1}{4}$ EXC B 355' of N 264' & Ex E. 190' of S 132' Sec 36 in Adams Township, Allen County, Indiana.

Affiant further states that his wife, Adeline Grodrian is now deceased and he makes this affidavit for the purpose of changing the tax records from the names of Maurice & Adeline Grodrian to the name of MAURICE GRODRIAN, the present legal owner. Further affiant sayeth naught.

Maurice Grodrian
Maurice Grodrian.

Subscribed and sworn to before me a Notary Public, this 20 day of April, 1966.

Donald Jay Trugel
Notary Public.

My Commission expires;
January 7, 1967

Registered 3701

PETITION TO WIDEN

INDIANA STATE BOARD OF HEALTH Book 292 Page 134
MEDICAL CERTIFICATE OF DEATH No. 2028

1. USUAL RESIDENCE (Where deceased lived, if institution; see change before admission)
 a. STATE Indiana b. COUNTY Allen

2. CITY, TOWN, OR LOCATION Marion Twp.

3. STREET ADDRESS Maples Rd.

4. IS RESIDENCE INSIDE CITY LIMITS? YES NO **5. IS RESIDENCE ON A FARM?** YES NO

6. CITY, TOWN, OR LOCATION Ft. Wayne **7. LENGTH OF STAY IN IT** 2 Days

8. DATE OF DEATH Dec. 7, 1964

9. NAME OF DECEASED Helen Trier

10. SEX Female **11. COLOR OR RACE** White

12. DATE OF BIRTH Dec. 13, 1899 **13. AGE (In years, months, days)** 64

14. OCCUPATION (Give kind of work done during most of working life, even if retired) Housewife

15. BIRTHPLACE (State or foreign country) Illinois **16. CITIZEN OR NATIVITY** U.S.A.

17. FATHER'S NAME Herman Nagel **18. MOTHER'S MAIDEN NAME** Augusta Kliener

19. SOCIAL SECURITY NO. None **20. INFORMANT'S NAME** Martin Trier

21. INFORMANT'S ADDRESS K. R. # 7 Maples Rd. Ft. Wayne, Indiana **22. RELATIONSHIP TO DECEASED** Husband

23. CAUSE OF DEATH (State only one cause per line for (a), (b), and (c).)
PART I. DEATH WAS CAUSED BY: Irreversible insulin shock **INTERVAL BETWEEN ONSET AND DEATH** unknown

24. IMMEDIATE CAUSE (a) Insulin and improper nutrition (vomiting) 10 days

25. DUE TO (b) Chronic glomerular nephritis 8 years

26. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATED TO THE TERMINAL DISEASE CONDITION GIVEN IN PART I (a). 1. Diabetes mellitus, 2. arteriosclerotic periph. vas. dis.

27. WAS AUTOPSY PERFORMED? YES NO

28. ACCIDENT SUICIDE HOMICIDE **29. DESCRIBE HOW INJURY OCCURRED.** (Enter nature of injury in Part I or Part II of item 18.)

30. TIME OF INJURY Hour 3:45 Month Dec Day 7 Year 1964

31. INJURY OCCURRED WHILE AT WORK? YES NO **32. PLACE OF INJURY (e.g., in or about home, farm, factory, street, office bldg., etc.)**

33. CITY, TOWN, OR LOCATION Marion Twp. Allen Co., Ind. **34. COUNTY** Allen **35. STATE** Ind.

36. ATTENDING PHYSICIAN: I certify that I attended the deceased from 1913-61 and last saw her alive on 12-6-64. Death occurred at 3:45 A.M. K.S.T. on the date stated above; and to the best of my knowledge, from C.S.T. the cause stated.

37. HEALTH OFFICER: I certify that I investigated cause of death of deceased and find that death occurred on 12-7-64 E.S.T. C.S.T. from causes stated and on above date.

38. SIGNATURE OF ATTENDING PHYSICIAN OR HEALTH OFFICER: Fred W. Dahling, MD **39. ADDRESS** Dahling Building New Haven, Indiana **40. DATE SIGNED** 12-9-64

41. INITIAL CREMATION, BURIAL (Specify) Burial **42. DATE** Dec. 10, 1964 **43. NAME OF CEMETERY OR CREMATORY** Emmanuel Lutheran **44. LOCATION** Marion Twp. Allen Co., Ind.

45. DATE RECEIVED BY LOCAL HEALTH OFFICER 12-9-64 **46. SIGNATURE OF HEALTH OFFICER** [Signature] **47. FURNERAL DIRECTOR** E. Harper & Son **48. ADDRESS** New Haven Ind

S.B.H.-424-4 Revised 1954 U.S. Department of Health, Education and Welfare - Form Approved Budget Bureau No. 65-2375



THE ABOVE IS A TRUE COPY OF THE RECORD ON FILE WITH THE INDIANA STATE BOARD OF HEALTH



Not valid unless machine signed with multi-colored ribbon
 It is unaltered and true to this record

MAR 28 1966
 Wallace H. Summers
 Notary Public

State of Indiana }
 County of Allen } SS:

Martin H. Trier, being first duly sworn upon his oath deposes and says that he is a resident of the State of Indiana and that he is over the age twenty-one years. Affiant says that he and his wife, Helen Trier acquired title on February 21, 1939 to the following described Real estate in Marion Township. The E $\frac{1}{2}$ & 3/4 A NW $\frac{1}{4}$ Pr1 Sec 1, Marion Twp. Cont 76 acres. Helen Trier is now deceased and he makes this affidavit for the purpose of changing the tax records from the names of Martin H. & Helen Trier to the name of MARTIN H. TRIER, the present legal owner. Further affiant sayeth naught.

Martin H. Trier
 Martin H. Trier

Instrument # 3748

Subscribed and sworn to before me, a Notary Public, this 21st day of April 1966

My Commission expires; January 2, 1967

[Signature]
 Notary Public

**PRELIMINARY
TITLE**

PRELIMINARY TITLE



ALTA COMMITMENT FOR TITLE INSURANCE (ALTA Adopted 07-01-2021)

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

Issuing Agent: Centurion Land Title, Inc.
Issuing Office: 1008 Woodland Plaza Run
Fort Wayne, IN 46825
Issuing Office's ALTA® Registry ID: 1112056
Issuing Office File Number: **IN25797**
Property Address: **TBD Maples Road, Fort Wayne, IN 46816**
Revision Number:


SCHEDULE A

1. Commitment Date: March 18, 2025 7:00 AM
2. Policy to be issued:
 - a. 2021 ALTA® Owner's Policy
Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at item 4 below.**
Proposed Amount of Insurance: **\$0.00**
The estate or interest to be insured: FEE SIMPLE
 - b. 2021 ALTA® Loan Policy
Proposed Insured: **Lender with contractual obligations under a loan agreement with the Proposed Insured identified at Schedule A, Item 2(a)**
Proposed Amount of Insurance:
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:
The Deviseses Under the Last Will and Testament of Marvin Judt
5. The Land is described as follows:
SEE ATTACHED EXHIBIT A

TITLE INSURANCE COMPANY:

Centurion Land Title, Inc.

By: _____


Authorized Signatory
G. Matthew Kiproff

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

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CM-37S ALTA Commitment for Title Insurance (ALTA Adopted 07-01-2021)-SCHEDULES A, BI and BII (WLTIC Edition 08/25/2021)

PRELIMINARY TITLE



ALTA COMMITMENT FOR TITLE INSURANCE (ALTA Adopted 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.
(Documents to be listed here)
5. Affidavit of Non-Applicability of Restriction on Foreign Ownership, to confirm the acquisition is not subject to the state law restriction found in Indiana Code § 1-1-16, as amended, modified or restated, accordingly.
6. Duly Authorized Personal Representatives Deed executed by Joseph G. Bonahoom, as Special Administrator of the Estate of Marvin G. Judt, deceased, as per Cause Number 02D02-2212-EU-000749 vesting fee simple title to the proposed insured owners, as shown in Schedule "A".
7. RECITAL: Marvin G. Judt is one and the same person who took title to subject property as Marvin Judt.
8. State Form 46021 (6-93) "Disclosure of Sales Information" must be completed by the Buyer and Seller and attached to the deed or other documents transferring title before the document will be recorded by the County Recorder.
9. Mortgage executed by proposed Mortgagor to the proposed insured lender.
10. NOTE: No open mortgage was located in the public record during the searching process. If you believe this is an error or you have knowledge of an existing mortgage and/or obligation please notify the Title / Underwriting department. Title Company reserves the right to make additional requirements or exceptions upon receipt and/or review of information received.
11. Current taxes and/or Assessments as shown in Schedule B Section II are to be paid.
12. Vendors and Mortgagors affidavits to be furnished.
13. NOTE: A 24 month chain of title was completed and the Title Company finds the following:

A Deed recorded September 8, 2000 from Wayne Judt and Marvin Judt, as Personal Representatives of the Estate of Mary L. Judt to Marvin Judt in Document Number: 200055362.

PRELIMINARY TITLE



ALTA COMMITMENT FOR TITLE INSURANCE (ALTA Adopted 07-01-2021)

Note: In compliance with Indiana's Good Funds Law effective July 1, 2009, If Centurion Land Title, Inc. serves as the closing agent, funds in excess of \$10,000.00 must be wired. Funds less than \$10,000.00 must be good funds as defined in IC 27-7-3.7.

Note: If an insured closing is completed by Title Company a Short Form Policy/Policies will be issued at the time of closing unless requested otherwise in writing.

Note: By virtue of IC 27-1-22-2, a fee will be collected from the seller, purchaser, lender and/or borrower of the transaction for each covered party by the closing protection letter issued in conjunction with a closing occurring on or after July 1, 2013. The fee should be designated in the 1100 series of the HUD form as a CPL (Closing Protection Letter) charge.

Note: By virtue of IC 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for each 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.

PRELIMINARY TITLE



ALTA COMMITMENT FOR TITLE INSURANCE (ALTA Adopted 07-01-2021)

SCHEDULE B, PART II—Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met
 2. Rights or Claims of parties in possession not shown by the public records.
 3. Easements or claims of easements not shown by the public records.
 4. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
 5. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
 6. Any water or well rights, or rights or title to water or claims thereof, in, on or under the land.
 7. Unpatented mining claims; reservations or exceptions in patents or in the Acts authorizing the issuance of said patents.
 8. All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales.
7. Semi-annual maintenance assessments for the 1311810 - Trier Dannenfesler 2 Ditch / Drain, in the semi-annual amount of \$19.99 due Semi-Annually, May Installment Unpaid, November Installment Unpaid. (All future assessments not due and payable) (Parcel II)
8. Annual maintenance assessments for the 1311810 - Trier Dannenfesler 2 Ditch / Drain in the amount of \$19.80 due Annually, Unpaid. (All future assessments not due and payable) (Parcel I)
9. Tax Year: 2024 Pay 2025 ***Parcel I***

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PRELIMINARY TITLE



ALTA COMMITMENT FOR TITLE INSURANCE (ALTA Adopted 07-01-2021)

SCHEDULE B, PART II—Exceptions (Continued)

Name: Judt Marvin
Legal: W 1/2 Nw 1/4 Se 1/4 Sec 36

Tax Type: County
Tax ID #: 02-13-36-400-001.000-039
State Tax ID #:
Taxing Entity: Allen County Treasurer
Total Annual Tax: \$573.68
Land: \$30,800.00
Improvements: \$0.00
Exemption Mortgage: \$0.00
Exemption Homestead: \$0.00
Exemption Homestead Supplemental: \$0.00
Exemption Additional: \$0.00
Other: \$0.00

First Installment Amount: \$286.84
First Installment Status: Due
First Partially Paid Amount:
First Installment Due/Paid Date: May 12, 2025

Second Installment Amount: \$286.84
Second Installment Status: Due
Second Partially Paid Amount:
Second Installment Due/Paid Date: November 10, 2025

Tax Year: 2024 Pay 2025 ***Parcel II***

Name: Judt Marvin
Legal: Sw 1/4 Se 1/4 Sec 36 Ex E 280 of W 690.16 of S 467 Ft

Tax Type: County
Tax ID #: 02-13-36-400-003.000-039
State Tax ID #:
Taxing Entity: Allen County Treasurer
Total Annual Tax: \$1,220.00
Land: \$65,500.00
Improvements: \$0.00
Exemption Mortgage: \$0.00
Exemption Homestead: \$0.00
Exemption Homestead Supplemental: \$0.00
Exemption Additional: \$0.00

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PRELIMINARY TITLE



ALTA COMMITMENT FOR TITLE INSURANCE (ALTA Adopted 07-01-2021)

SCHEDULE B, PART II—Exceptions (Continued)

Other: \$0.00

First Installment Amount: \$610.00
First Installment Status: Due
First Partially Paid Amount:
First Installment Due/Paid Date: May 12, 2025

Second Installment Amount: \$610.00
Second Installment Status: Due
Second Partially Paid Amount:
Second Installment Due/Paid Date: November 10, 2025

10. Taxes and assessments not due and payable at Commitment/Policy Date.

NOTE: Added improvements in place as of January 1, are subject to assessment which could increase the tax amounts and in such cases, the Town or Township assessor should be contacted relative to possible new assessment amounts.

NOTE: The real estate tax information used set out the information above was obtained from the Allen County Tax computer system. Neither the Company nor its agent, assume or accept any responsibility for loss, damage, cost or expense due to, or arising out of the inaccuracy and/or the unavailability of accurate tax information.

11. Possible future assessment for periodic ditch/drain maintenance which may be a lien but is not assessed as of the Commitment/Policy Date.

12. Rights of tenants under unrecorded leases.

13. Terms, Provisions and Conditions of Petition to Widen Maples Road, recorded July 22, 1966 as Book: 292 Page: 128-134, in the Allen County Recorders Office.

14. Possible future municipal and/or sewer assessments which may be levied by the municipality, if any.

15. Any and all interest in the oil, gas and/or mineral rights.

16. Rights of way for drainage tiles, ditches, feeder and laterals, if any.

17. Right of way for drainage, flow and maintenance of Schmidt Drain as set forth in ic 36-9-27-33.

18. Subject to right of way for Maples Road.

19. 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

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PRELIMINARY TITLE



ALTA COMMITMENT FOR TITLE INSURANCE (ALTA Adopted 07-01-2021)

SCHEDULE B, PART II—Exceptions (Continued)

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. AS TO THE MORTGAGE POLICY ONLY - This policy insures against loss or damage, not exceeding the amount of this policy, which the insured may sustain by reason of the enforcement or attempted enforcement of said Indiana Code.

20. The acreage indicated in the legal description, and/or the address shown on Schedule "A", is solely for the purposes of identifying said tract and should not be construed as insuring the quantity of land, and/or the address as set forth in the description of the property.

21. A Judgment search has been made versus Marvin G. Judt who is also known as Marvin Judt - (search is individually) - and none found.

22. Title Company has not conducted a judgment search against the purchaser, as any judgment against the purchaser is subordinate to the insured mortgage herein pursuant to Indiana Code 32-29-1-4 which states:

PURCHASE MONEY MORTGAGE

Section 4. - A mortgage granted by a purchaser to secure purchase money has priority over a prior judgment against the Purchaser.

Note: 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.

Note: Any exception contained herein omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 u.s.c. Section 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 u.s.c. Section 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.

Note: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the company can assume no liability under its policy, the closing instructions, or insured closing service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

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PRELIMINARY TITLE



ALTA COMMITMENT FOR TITLE INSURANCE (ALTA Adopted 07-01-2021)

Exhibit A Legal Description

PARCEL I:

THE WEST ONE HALF (1/2) OF THE NORTHWEST ONE QUARTER (1/4) OF THE SOUTH EAST ONE QUARTER (1/4) OF SECTION THIRTY-SIX (36), TOWNSHIP THIRTY (30) NORTH, RANGE THIRTEEN (13) EAST, CONTAINING TWENTY ACRES, MORE OR LESS, SITUATED IN ALLEN COUNTY, INDIANA.

PARCEL II:

THE SOUTH WEST ONE QUARTER (1/4) OF SOUTH EAST ONE QUARTER (1/4) OF SECTION THIRTY SIX (36), TOWNSHIP THIRTY (30) NORTH, RANGE THIRTEEN (13) EAST IN ALLEN COUNTY, IN THE STATE OF INDIANA, CONTAINING FORTY (40) ACRES, MORE OR LESS.

EXCEPTING THEREFROM:

PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 30 NORTH, RANGE 13 EAST, ALLEN COUNTY, INDIANA, BASED ON AN ORIGINAL SURVEY BY JOSEPH R. HERENDEEN, INDIANA PROFESSIONAL SURVEYOR NUMBER 20900190 OF SAUER LAND SURVEYING, INC., SURVEY NO. 141-138, DATED MARCH 31, 2022, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 36, BEING MARKED BY A RAILROAD SPIKE; THENCE NORTH 88 DEGREES 00 MINUTES 18 SECONDS EAST (GPS GRID BEARING AND BASIS OF ALL BEARINGS IN THIS DESCRIPTION), ON AND ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, BEING WITHIN THE RIGHT-OF-WAY OF MAPLES ROAD, A DISTANCE OF 410.16 FEET TO A SURVEY NAIL AT THE TRUE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 00 MINUTES 18 SECONDS EAST, CONTINUING ON AND ALONG SAID SOUTH LINE AND WITHIN SAID RIGHT-OF-WAY, A DISTANCE OF 280.00 FEET TO A SURVEY NAIL; THENCE NORTH 01 DEGREE 59 MINUTES 42 SECONDS WEST, A DISTANCE OF 467.00 FEET TO A #5 REBAR; THENCE SOUTH 88 DEGREES 00 MINUTES 18 SECONDS WEST AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 280.00 FEET TO A #5 REBAR; THENCE SOUTH 01 DEGREE 59 MINUTES 42 SECONDS EAST, A DISTANCE OF 467.00 FEET TO THE

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PRELIMINARY TITLE



**ALTA COMMITMENT FOR TITLE INSURANCE
(ALTA Adopted 07-01-2021)**

Exhibit A Legal Description (Continued)

TRUE POINT OF BEGINNING, SAID IN SURVEY TO CONTAIN 3.002 ACRES OF LAND, MORE OR LESS.

IN25797

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7009 N. River Road, Fort Wayne, IN 46815

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