

Dekalb County Amish Farm  
**AUCTION**

**Monday, June 9 • 6pm**



# INFORMATION BOOK



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

ONLINE BIDDING AVAILABLE

260.749.0445 • 866.340.0445  
[www.SchraderFortWayne.com](http://www.SchraderFortWayne.com)  
[www.SchraderAuction.com](http://www.SchraderAuction.com)

**35<sup>±</sup>**  
Acres in 3 Tracts

## DISCLAIMER:

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

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

**SELLERS:** Dwayen & Anna Gerig



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

### TERMS & CONDITIONS:

**PROCEDURE:** The property will be offered in THREE (3) individual tracts, any combination of tracts & as a total 35± acre unit, subject to Swing Tract rules. There will be open bidding on all tracts & the combinations during the auction as determined by the Auctioneer. Bids on tracts, tract combinations & the total property may compete. The property will be bid in a manner resulting in the highest total sale price.

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

**ACCEPTANCE OF BID PRICES:** All successful bidders will be required to enter into

Purchase Agreements at the auction site immediately following the close of the auction. All final bid prices are subject to the Sellers' acceptance or rejection. The terms of this agreement & any addendum are non-negotiable.

**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(s).

**CLOSING:** The balance of the real estate purchase price is due at closing, which is targeted to take place on or before JULY 11TH, 2025.

**POSSESSION:** Buyer(s) shall receive possession at closing.

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

**DITCH ASSESSMENTS:** Buyer shall pay all ditch assessments due after 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 have been scheduled & will be staffed w/ 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.

**TRACT MAP(S) & ACREAGE:** All tract map(s), tract acreage, dimensions & proposed boundaries are approximate & have been estimated based on current legal descriptions and/or aerial photos. They are not provided as survey products & are not intended to depict or establish authoritative boundaries or locations.

**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. Combination purchases will receive a perimeter survey only.

**EASEMENTS:** All real estate is being sold subject to any existing recorded easements.

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

**DISCLAIMER & ABSENCE OF WARRANTIES:** All information contained in this brochure & all related materials 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.**

**REAL ESTATE AUCTION MANAGERS:** Jerry Ehle • 260.410.1996 #AU19300123, #RB14044208  
& Justin Griffin • 260.223.5861 #AU12500017, #RB20000785

#LC20700176, #AC63001504

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# REGISTRATION FORMS

# **BIDDER PRE-REGISTRATION FORM**

**MONDAY, JUNE 9, 2025**

**35± ACRES – DEKALB COUNTY, INDIANA**

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,  
P.O. Box 508, Columbia City, IN, 46725,

Email to [auctions@schraderauction.com](mailto:auctions@schraderauction.com) or fax to 260-244-4431, no later than Monday, June 2, 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  
35± Acres • Dekalb County, Indiana  
Monday, June 9, 2025**

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

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

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

1. My name and physical address is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

My phone number is: \_\_\_\_\_

2. I have received the Real Estate Bidder's Package for the auction being held on Monday, June 9, 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](http://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](mailto:auctions@schraderauction.com)

For wire instructions please call 1-800-451-2709.

7. My bank routing number is \_\_\_\_\_ and bank account number is \_\_\_\_\_.  
(This for return of your deposit money). My bank name, address and phone number is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. **TECHNOLOGY DISCLAIMER:** Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet *in lieu of actually attending the auction* as a personal convenience to me.

9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Monday, June 2, 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:** Spencerville Community Center, 5629 County Road 68, Spencerville, IN 46788

**PROPERTY LOCATION:** 6791 County Road 45, Spencerville, IN 46788

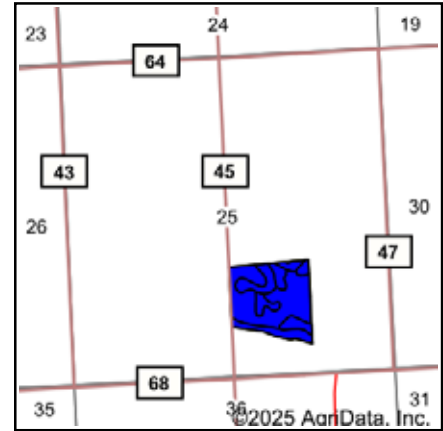
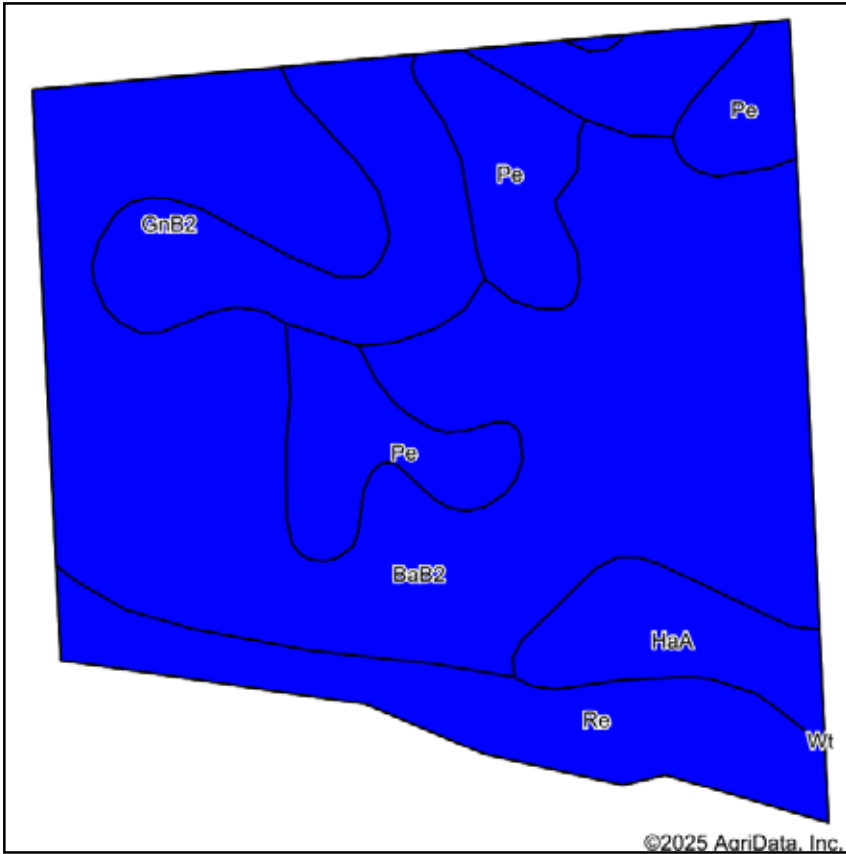
# TRACT MAP





# SOILS MAP

# SOILS MAP



State: **Indiana**  
 County: **DeKalb**  
 Location: **25-33N-13E**  
 Township: **Jackson**  
 Acres: **35.45**  
 Date: **4/11/2025**



Soils data provided by USDA and NRCS.

Area Symbol: IN033, Soil Area Version: 29

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Alfalfa hay Tons	Corn Bu	Corn silage Tons	Grass legume hay Tons	Grass legume pasture AUM	Oats Bu	Pasture AUM	Soybeans Bu	Winter wheat Bu
BaB2	Blount loam, interlobate moraines, 1 to 4 percent slopes, eroded	20.11	56.8%		Ile		137	17	5			9	50	54
GnB2	Glynwood loam, 2 to 6 percent slopes, eroded	4.83	13.6%		Ile	5	128	18	4	8	78		41	56
Pe	Pewamo silty clay	4.59	12.9%		Ilw		155	22	5			10	42	62
Re	Rensselaer loam, 0 to 1 percent slopes	3.91	11.0%		Ilw		167		6			11	49	68
HaA	Haskins loam, 0 to 3 percent slopes	2.01	5.7%		Ilw		158		5	11			59	62
<b>Weighted Average</b>					<b>2.00</b>	<b>0.7</b>	<b>142.6</b>	<b>14.9</b>	<b>5</b>	<b>1.7</b>	<b>10.6</b>	<b>7.6</b>	<b>48.1</b>	<b>57.3</b>

# **TOPOGRAPHY CONTOURS MAP**

# TOPOGRAPHY CONTOURS MAP



©2025 AgriData, Inc.



Source: USGS 1 meter dem

Interval(ft): 2.0

Min: 806.3

Max: 834.7

Range: 28.4

Average: 823.4

Standard Deviation: 4.46 ft



4/11/2025

25-33N-13E  
DeKalb County  
Indiana

Boundary Center: 41° 17' 7.2, -84° 58' 13.14

Maps Provided By:



# **FSA INFORMATION**

# FSA INFORMATION

INDIANA  
DEKALB



United States Department of Agriculture  
Farm Service Agency

FARM : 7888

Prepared : 5/5/25 2:34 PM CST

Form: FSA-156EZ

Crop Year : 2025

See Page 2 for non-discriminatory Statements.

## Abbreviated 156 Farm Record

Operator Name : ██████████  
CRP Contract Number(s) : None  
Recon ID : 18-033-2021-96  
Transferred From : None  
ARCPLC G/W Eligibility : Eligible

### Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
34.87	29.76	29.76	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	29.76	0.00		0.00	0.00	0.00	0.00	

### Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	SOYBN	None

### DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Soybeans	██████████	██████████	██████████	0
<b>TOTAL</b>				

### NOTES

Tract Number : 35025

Description : JACKSON SEC 25 CR45 N OR CR 68 E SIDE  
FSA Physical Location : INDIANA/DEKALB  
ANSI Physical Location : INDIANA/DEKALB  
BIA Unit Range Number :  
HEL Status : HEL determinations not completed for all fields on the tract  
Wetland Status : Tract does not contain a wetland  
WL Violations : None  
Owners : DWAYNE A GERIG  
Other Producers : None  
Recon ID : 18-033-2021-95

### Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
34.87	29.76	29.76	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	29.76	0.00	0.00	0.00	0.00	0.00

# FSA INFORMATION





# TAX INFORMATION

# TAX INFORMATION

## DeKalb County, IN

### Summary - Auditor's Office

Parcel ID	06-10-25-400-001
Bill ID	06-10-25-400-001
State ID	17-10-25-400-001.000-009
Reference #	
Property Address	6791 County Road 45 Spencerville, IN, 46788
Brief Legal Description	W1/2 Se1/4 <small>(Note: Not to be used on legal documents)</small>
Class	AGRICULTURAL - CASH GRAIN/GENERAL FARM
Tax District	Jackson 009
Tax Rate Code	6065 - Advertised
Property Type	65 - Agricultural
Mortgage Co	N/A
Last Change Date	
Acres	35.514

Zoning Code(s): A2

**Due to how data is pulled from the Auditor's property tax software, the information shown here may be incomplete if it involves combined and/or split parcels. FOR SPLIT AND/OR COMBINED PARCELS, please contact the Auditor's Office for property ownership and parcel numbers, the Treasurer's Office for question related to property taxes due, or the Assessor's Office for information on assessed values.**

### Property Tax Bill

## Print Tax Bill Here

Print tax bill

Detailed billing information is available at: <https://lowtaxinfo.com/dekalbcounty>

Homestead Deduction

Senior Citizen Deduction

Blind or Disabled Deduction

Geothermal/Solar Deduction

Heritage Barn Deduction

### Tax Rate

1.2321

### Owners - Auditor's Office

Gerig, Dwayne & Anna Mae, husband and wife  
6791 County Road 45  
Spencerville, IN 46788

# TAX INFORMATION

## Taxing District - Assessor's Office

County: DeKalb  
 Township: Jackson Township  
 State District: 009 JACKSON TOWNSHIP  
 Local District: 006  
 School Corp: DEKALB COUNTY CENTRAL UNITED  
 Neighborhood: 961011-17009 AVERAGE HOMESITES 961011-17009

## Site Description - Assessor's Office

Topography: Rolling  
 Public Utilities: Electricity  
 Street or Road: Unpaved  
 Area Quality:

## Land - Assessor's Office

Land Type	Soil ID	Act Front.	Eff. Depth	Size	Rate	Adj. Rate	Ext. Value	Infl. %	Value
Homesite		0	0	1.0000	\$35,970.00	\$35,970.00	\$35,970.00	0%	\$35,970.00
Farm Ponds	BAB2	0	0	0.4000	\$2,280.00	\$1,140.00	\$456.00	(40%)	\$270.00
Road Right of Way	BAB2	0	0	0.5000	\$2,280.00	\$1,938.00	\$969.00	(100%)	\$0.00
Tillable Cropland	BAB2	0	0	20.574	\$2,280.00	\$1,938.00	\$39,872.41	0%	\$39,870.00
Tillable Cropland	GNB2	0	0	3.8400	\$2,280.00	\$1,756.00	\$6,743.04	0%	\$6,740.00
Farm Ponds	GNB2	0	0	0.4000	\$2,280.00	\$1,140.00	\$456.00	(40%)	\$270.00
Tillable Cropland	HAA	0	0	2.0000	\$2,280.00	\$2,417.00	\$4,834.00	0%	\$4,830.00
Tillable Cropland	PE	0	0	2.6900	\$2,280.00	\$2,417.00	\$6,501.73	0%	\$6,500.00
Farm Ponds	PE	0	0	0.3500	\$2,280.00	\$1,140.00	\$399.00	(40%)	\$240.00
Tillable Cropland	RE	0	0	1.4300	\$2,280.00	\$2,918.00	\$4,172.74	0%	\$4,170.00
Legal Ditch	RE	0	0	2.3300	\$2,280.00	\$2,918.00	\$6,798.94	(100%)	\$0.00

## Residential Dwellings - Assessor's Office

Description: Single-Family R01  
 Story Height: 1.5  
 Style:  
 Finished Area: 6224  
 # Fireplaces: 0  
 Heat Type: Central Warm Air  
 Air Cond: 0  
 Bedrooms: 5  
 Living Rooms: 1  
 Dining Rooms: 0  
 Family Rooms: 0  
 Finished Rooms: 9  
 Full Baths: 2  
 Full Bath Fixtures: 6  
 Half Baths: 0  
 Half Bath Fixtures: 0  
 Kitchen Sinks: 1  
 Water Heaters: 1  
 Add Fixtures: 0

Floor	Construction	Base	Finish
1	Wood Frame	2640	2640
1/2	Wood Frame	1728	1728
B		1856	1856
C		784	0

Features	Area
Porch, Open Frame	368
Wood Deck	256

## Improvements - Assessor's Office

Descr	PC	Grade	Year Built	Eff Year	Cond	LCM	Size	Nbhd Factor	Mrkt Factor
Single-Family R01	100	C	1998	1998	A	1.01	6224	1.77	0
Barn, Pole (T3) 48X90	100	C	1998	1998	A	1.01	4320	1.77	0.65
Barn, Pole (T3) 36X58	100	C	1998	1998	A	1.01	2088	1.77	0.65
Barn, Pole (T3) 12X16	100	D	1990	1990	A	1.01	192	1.77	0.65
Barn, Pole (T3) 12X16	100	D	1990	1990	A	1.01	192	1.77	0.65
Barn, Pole (T3) 12X16	100	D	1990	1990	A	1.01	192	1.77	0.65
Barn, Pole (T3) 16X90	100	D	1999	1999	A	1.01	1440	1.77	0.65
Utility Shed 8X8	100	D	1990	1990	A	1.01	64	1.77	0
Utility Shed 12X16	100	D	1999	1999	A	1.01	192	1.77	0
RFX	100	C	1998	1998	A	1.01	490	1.77	0
Barn, Pole (T3) 140X60	100	C	2014	2014	A	1.01	8400	1.77	0
Barn, Pole (T3) 48X68X8	100	C	2017	2017	A	1.01	3264	1.77	0
Canopy (free standing) 9X68	100	C	2017	2017	A	1.01	612	1.77	0

# TAX INFORMATION

Descr	PC	Grade	Year Built	Eff Year	Cond	LCM	Size	Nbhd Factor	Mrkt Factor
Patio (free standing) 9X68	100	C	2017	2017	A	1.01	612	1.77	0

## Transfer History (Cama) - Auditor & Assessor's Off

Date	New Owner	Doc ID	Book/Page	Sale Price
7/12/2021	GERIG, DWAYNE & ANNA MAE, HUSBAND AND WIFE			\$750,000.00
5/22/2014	SCHWARTZ, DANIEL R. & ESTHER S.			\$0.00
5/19/2004	SCHWARTZ, DANIEL R. & ESTHER S. 1/2			\$250,000.00
12/31/2002	WICKEY, LEVI & WICKEY, MARY & WICKEY			\$250,000.00
11/4/1998	EICHER, SOLOMON M & LAURA E.R.	0		\$0.00
11/4/1998	ROBERTS, CHARLE E & VINIA	0		\$109,300.00
3/20/1996	WAPPES, TIMOTHY L. & CHRISTINE A.	0		\$0.00
8/9/1995	LIECHTY, MARK A., TRUSTEE	0		\$0.00
	LIECHTY, MARK A., TRUSTEE			\$0.00

## Transfer History (Tax)

Sale Date	Transfer From	Instrument	Book/Page	Doc Nbr
7/12/2021	Schwartz, Daniel R. & Esther S.	Warranty		
5/22/2014	Schwartz, Daniel R. & Esther S. (1/2) & Wickey, Solomon J. & Annamae	Quit Claim Deed		
5/19/2004	Unknown At Conversion			

## Homestead Assessments - Auditor's Office

	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019
Land	\$85,400.00	\$73,800.00	\$67,100.00	\$61,900.00	\$69,700.00	\$71,200.00
Res Land	\$33,000.00	\$32,400.00	\$30,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Improve	\$520,800.00	\$505,100.00	\$426,000.00	\$384,400.00	\$377,500.00	\$387,100.00
Res Improve	\$374,800.00	\$376,000.00	\$320,500.00	\$274,700.00	\$266,100.00	\$272,700.00

## Valuation - Assessor's Office

Assessment Year	2024	2024 (2)	2023	2022	2022 (2)
Reason	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment	MISCELLANEOUS
As Of Date	7/8/2024	3/29/2024	4/10/2023	3/28/2022	7/30/2021
Land	\$98,900	\$98,900	\$85,400	\$73,800	\$65,600
Land Res (1)	\$36,000	\$36,000	\$33,000	\$32,400	\$30,000
Land Non Res (2)	\$62,900	\$62,900	\$52,400	\$41,400	\$35,600
Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
Improvement	\$517,000	\$517,000	\$520,800	\$505,100	\$426,000
Imp Res (1)	\$477,700	\$394,300	\$374,800	\$376,000	\$320,500
Imp Non Res (2)	\$39,300	\$0	\$0	\$0	\$0
Imp Non Res (3)	\$0	\$122,700	\$146,000	\$129,100	\$105,500
Total	\$615,900	\$615,900	\$606,200	\$578,900	\$491,600
Total Res (1)	\$513,700	\$430,300	\$407,800	\$408,400	\$350,500
Total Non Res (2)	\$102,200	\$62,900	\$52,400	\$41,400	\$35,600
Total Non Res (3)	\$0	\$122,700	\$146,000	\$129,100	\$105,500

## Exemptions - Auditor's Office

Type	Description	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020
Homestead	HOMESTEAD EX	\$48,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00
Mortgage	MORTGAGE EX		\$3,000.00	\$3,000.00		
Homestead	SUPPLEMENTAL	\$143,920.00	\$127,190.00	\$106,925.00	\$89,145.00	\$86,135.00

## Tax History - Auditor's Office

	2024 Pay 2025	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021
+ Spring Tax	\$0.00	\$2,219.02	\$2,197.37	\$1,982.66	\$1,862.17
+ Spring Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Tax	\$0.00	\$2,219.02	\$2,197.37	\$1,982.66	\$1,862.17
+ Fall Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq TS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq TS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Other Assess	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Advert Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

# TAX INFORMATION

	2024 Pay 2025	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021
+ Tax Sale Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ NSF Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PTRC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HMST Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Circuit Breaker	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Over 65 CB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
= Charges	\$0.00	\$4,438.04	\$4,394.74	\$3,965.32	\$3,724.34
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Credits		(\$4,438.04)	(\$4,394.74)	(\$3,965.32)	(\$3,724.34)
* Total Due	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

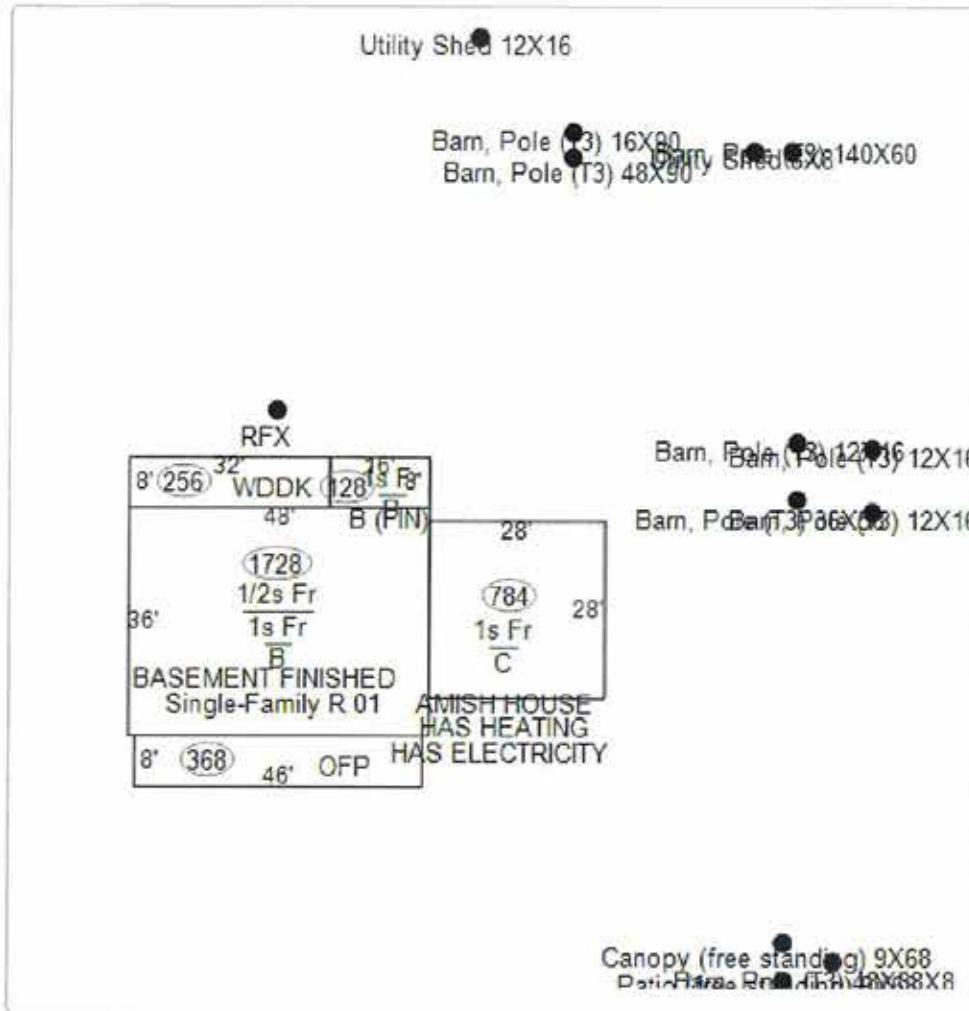
The Spring taxes are due May 12, 2025. Fall taxes will be due November 10, 2025.  
 Delinquent payments made after the fall due date will still show due in the year they were originally assessed.  
 If paid, payment will show in the next tax year.

## Payments

Year	Receipt #	Transaction Date	Amount
2023 Pay 2024	2048332	5/2/2024	\$4,438.04
2022 Pay 2023	1987235	5/2/2023	\$4,394.74
2021 Pay 2022	1924636	4/21/2022	\$3,965.32
2020 Pay 2021	1896185	9/24/2021	\$1,862.17
2020 Pay 2021	1865059	4/14/2021	\$1,862.17
2019 Pay 2020	1847884	10/29/2020	\$1,938.60
2019 Pay 2020	1817743	4/29/2020	\$1,938.60
2018 Pay 2019	1792910	11/6/2019	\$2,167.95
2018 Pay 2019	1775734	5/10/2019	\$2,167.95

Sketches - Assessor's Office

# TAX INFORMATION



Map



No data available for the following modules: Summary (PP) - Auditor's Office, Owners (PP) - Auditor's Office, Commercial Buildings, Assessed/Exemptions (PP) - Auditor's Office, Tax History (PP) - Auditor's Office.

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# TAX INFORMATION



Overview



Legend

- Tax Parcel
- Street
- Alley
- Street
- Intersections

<b>Parcel ID</b>	06-10-25-400-001	<b>Alternate ID</b>	17-10-25-400-001.000-009	<b>Owner Address</b>	Gerig, Dwayne & Anna Mae, husband and wife
<b>Sec/Twp/Rng</b>	0025-0033-13	<b>Class</b>	AGRICULTURAL - CASH GRAIN/GENERAL FARM	<b>Address</b>	6791 County Road 45
<b>Property Address</b>	6791 County Road 45 Spencerville	<b>Acreage</b>	35.514		Spencerville, IN 46788
<b>District</b>	Jackson 009				
<b>Brief Tax Description</b>	W1/2 Se1/4				

(Note: Not to be used on legal documents)

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# PRELIMINARY TITLE

# PRELIMINARY TITLE



**First American**

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

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

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

Issuing Agent: Metropolitan Title of Indiana, LLC  
Issuing Office: 9604 Coldwater Road, Suite 105, Fort Wayne, IN 46825  
Issuing Office File Number: 4035-265150  
Property Address: 6791 County Road 45, Spencerville, IN 46788  
Revision Number:



## SCHEDULE A

1. Commitment Date: April 10, 2025 at 8:00 a.m.
2. Policy to be issued:
  - a. ALTA® Standard Owner's Policy  
Proposed Insured: To Be Determined  
Proposed Amount of Insurance: \$500.00  
The estate or interest to be insured: See Item 3 below
  - b. ALTA® Standard Loan Policy  
Proposed Insured: TBD - Lender, its successors and/or assigns that are defined as an insured in the Conditions of the policy, as their interests may appear  
Proposed Amount of Insurance: \$500.00  
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:  
  
Fee Simple
4. The Title is, at the Commitment Date, vested in:  
  
Dwayne Gerig and Anna Mae Gerig, husband and wife
5. The Land is described as follows:  
  
Situated in the County of DeKalb, State of Indiana, is described as follows:

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# PRELIMINARY TITLE



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Part of the Southeast Quarter (1/4) of Section Twenty-five (25), Township Thirty- three (33) North, Range Thirteen (13) East, Second Principal Meridian, Jackson Civil Township, DeKalb County, Indiana, and being more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter (1/4) of said Section 25 marked by a railroad spike; thence North 00 degrees 33 minutes 04 seconds East (assumed bearing and basis of all bearings to follow in this description) 863.00 feet on and along the West line of said Southeast Quarter (1/4) to a 5/8 diameter rebar on the existing centerline of the Jerry Davis Regulated Drain No. 191-00-0, said point being the true point of beginning of this description; thence continuing North 00 degrees 33 minutes 04 seconds East 986.05 feet on and along the West line of said Southeast Quarter (1/4) to the South line of the plat of Auburn Creek as said plat is recorded in the DeKalb County, Indiana Recorder's Office in Plat Book 7 at page 133; thence North 88 degrees 06 minutes 58 seconds East, 1313.57 feet to a 5/8 inch rebar on the East line of the West Half (1/2) of said Southeast Quarter (1/4); thence South 00 degrees 36 minutes 30 seconds West, 1387.38 feet on and along the East line of the West Half (1/2) of said Southeast Quarter (1/4) to the existing centerline of the Jerry Davis Regulated Drain No. 191-00-0; thence along the existing centerline of said Jerry Davis Regulated Drain the following courses and distances:

North 70 degrees 19 minutes 59 seconds West, 293.98 feet;  
South 80 degrees 00 minutes 01 seconds West, 75.00 feet;  
North 74 degrees 04 minutes 15 seconds West, 245.00 feet;  
North 63 degrees 52 minutes 41 seconds West, 225.00 feet; and  
North 78 degrees 28 minutes 30 seconds West, 530.00 feet to the point of beginning, containing 35.416 acres, more or less.

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# PRELIMINARY TITLE



**First American**

Commitment for Title Insurance  
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## SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Note: Effective July 1, 2009, HEA 1374 (enacting Indiana Code 27-7-3.7) requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of \$10,000 or more must be in the forms of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000 may be in the form irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent, or check drawn on the trust account of a licensed real estate broker or other forms of Good Funds as referenced in Indiana Code 27-7-3.7. Personal checks may be accepted as provided under Indiana Code 27-7-3.7.
6. Indiana state law, effective July 1, 2023, prohibits ownership of real property by certain foreign parties. This law can be found at Indiana Code § 1-1-16. Any loss or damage incurred as a result of a violation of this law is excluded from coverage under the terms of a title insurance policy.  
  
If a prohibited foreign entity or person is a party to this transaction, the Company must be notified in writing. The Company will not knowingly close or insure a transaction that violates the referenced state law.
7. You must file a Disclosure of Sales Information forms prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5. The disclosure form must be filed with the county auditor's office prior to recording.
8. You should contact the local municipality to obtain information regarding unpaid sewer and/or municipal assessments that are not a recorded lien against the land. We are not responsible for collecting at closing such unpaid assessments unless otherwise instructed.
9. This commitment is not effective until you provide us with the name of the Proposed Insured(s) and the Policy amount(s). We limit our liability to \$250.00 until you provide us with the Policy Amount(s).
10. Vendor's and/or Mortgagor's Affidavits to be executed at the closing.

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# PRELIMINARY TITLE



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

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# PRELIMINARY TITLE



**First American**

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

## SCHEDULE B, PART II—Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping in improvements.
3. Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an accurate survey of the Land or by making inquiry of persons in possession of the Land.
4. Easements, liens or encumbrances or claims thereof, which are not shown by the Public Records.
5. Any lien, or right to a lien for services, labor or material imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.

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# PRELIMINARY TITLE



**First American**

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

Parcel No.: 17-10-25-400-001.000-009  
May Installment of \$1,830.58 shows unpaid  
November Installment of \$1,830.58 shows unpaid

Tax Year:	Current Year 2024 due 2025
Land:	\$98,900.00
Improvements:	\$517,000.00
Homeowners Exemption:	\$48,000.00
Supplemental Homestead:	\$174,638.00
Other Exemption:	\$0

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

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

8. Jerry Davis Drainage/Ditch Assessment: Parcel No.: 17-10-25-400-001.000-009 For the year: 2025; May installment of \$69.90 shows unpaid; November installment of \$69.90 shows unpaid.
9. Mortgage in the original amount of \$673,000.00 executed by Dwayne A. Gerig Spouse of Anna Mae Gerig and Anna Mae Gerig Spouses of Dwayne A. Gerig husband and wife to The Antwerp Exchange Bank Co., dated July 09, 2021, recorded July 12, 2021, in 202105118.
10. Easement for power lines granted to Indiana & Michigan Electric Company as recorded August 30, 1941 in Deed Record 114, page 77.
11. Rights of tenants, if any, under any unrecorded leases, including the right to grow, harvest, cultivate, maintain, sell & store any and all crops, timber and /or feed that was or is being grown, withdrawn or harvested on the subject real estate.
12. Rights of way for drainage tiles, ditches, feeders, laterals, and legal drains and ditches, if any.
13. Rights of the public and adjoining owners to the unobstructed flow of the waters of the Jerry Davis Regulated Drain No. 191-00-0.
14. Right of Way for drainage, flow and maintenance of the Jerry Davis Regulated Drain No. 191-00-0 as set forth in IC 36-9-27-33.

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# PRELIMINARY TITLE



**First American**

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

15. We do not insure title to any portion of said premises that consists of artificial accretions, avulsions or fill.
16. Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.

NOTE: For informational purposes only and same to be omitted from the final policy, when issued:

The following are the vesting deed of record and all of the deeds, if any, affecting the Land recorded within 36 months preceding the Commitment Date hereof:

**VESTING DEED**

Grantor: Daniel R. Schwartz and Esther S. Schwartz, husband and wife  
Grantee: Dwayne Gerig and Anna Mae Gerig, husband and wife  
Date of Recording: July 12, 2021  
Recorded: 202105104

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

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

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# PRELIMINARY TITLE



**First American**

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

## ALTA COMMITMENT FOR TITLE INSURANCE

Issued by  
**Metropolitan Title of Indiana, LLC**  
as issuing Agent for  
**First American Title Insurance Company**

### NOTICE

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

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


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


### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

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

### FIRST AMERICAN TITLE INSURANCE COMPANY

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

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# PRELIMINARY TITLE



**First American**

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

## COMMITMENT CONDITIONS

1. DEFINITIONS
  - a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
  - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
  - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
  - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
  - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
  - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
  - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
  - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I—Requirements;
  - f. Schedule B, Part II—Exceptions; and

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

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# PRELIMINARY TITLE



**First American**

Commitment for Title Insurance  
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g. a counter-signature by the Company or its issuing agent that may be in electronic form.

#### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

#### 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

#### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

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# PRELIMINARY TITLE



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

- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**  
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**  
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**  
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**  
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
- 11. ARBITRATION**  
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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# PHOTOS

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