

WAYNE COUNTY, IN – Abington Township - South of RICHMOND, IN 47374  
(Locally known as ABINGTON - Between Centerville and Liberty, IN)

# 39± acres AUCTION

Offered in 4 tracts

## Country Real Estate

- 7 Miles South of **CENTERVILLE, IN** (Easy US HWY 27 Access)
- Limestone Creek with **WATERFALL** on the Property
- Impressive Views Overlooking the Whitewater River Valley
- Frontage on Abington Pike & Centerville Road
- **22.4± FSA Cropland Acres**
- **Big BUCK Country & Wild TURKEY Pressure**
- Picturesque Potential Country Building Sites
- Country Brick Farmstead w/ 988 sf Home with full basement, detached garage & Pole Barn
- Centerville Schools



# INFORMATION BOOKLET



**SATURDAY, JUNE 14<sup>TH</sup> AT 10:00 AM**

## 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.

**OWNER: Daniel Buchan**

**AUCTION COMPANY: Schrader Real Estate and Auction Company, Inc.**

Andrew M. Walther, AU19400167

Richard D. Cox, AU08600254

Schrader Real Estate and Auction Company, Inc., AC63001504



**SCHRADER REAL ESTATE & AUCTION CO., INC.**

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

**260-244-7606 or 800-451-2709**

**SchraderAuction.com**

### **AUCTION TERMS & CONDITIONS:**

**PROCEDURES:** The property will be offered in 4 individual tracts, any combination of tracts, or as a total 39+ acre unit. There will be open bidding on all tracts and combinations (subject to swing tract limitations) during the auction as determined by the Auctioneer. Bids on tracts, tract combinations and the total property may compete.

**DOWN PAYMENT:** Real Estate 10% down payment on the day of the auction with the balance in cash at closing. The down payment may be made in the form of cash; cashiers check, personal check or corporate check. Your bidding is not conditional upon financing, so be sure you have arranged financing, if needed and are capable of paying cash at closing.

**ACCEPTANCE OF BID PRICES:** Successful bidder(s) will be required to enter into a purchase agreement at the auction site immediately following the close of the auction. All final bid prices are subject to the Seller's acceptance or rejection.

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

**DEED:** Sellers shall provide a Warranty Deed.

**CLOSING:** The targeted closing date will be approximately 30 days after the auction. The balance of the real estate purchase price is due at closing.

**POSSESSION:** At closing.

**REAL ESTATE TAXES:** Taxes will be prorated to the date of closing.

**ACREAGE:** All boundaries are approximate and have been estimated based on current legal descriptions.

**SURVEY:** A new survey will be made where there is no existing legal description or where new boundaries are created by the tract divisions in this auction. Buyer(s) and Seller will share survey expense 50:50. Combination purchases will receive a perimeter survey only. Closing prices will be adjusted to reflect any differences between advertised and surveyed acreage.

**EASEMENTS:** Sale of the property is subject to any and all easements of record.

**ZONING:** The property currently has a joint zoning classification of A-1 Agriculture and R-1 One Family Residential District. The property is approved for crop production and storage of farm equipment. Buyer(s) will need to petition the BZA for a Variance of Use to have agricultural animals and/or poultry.

**MINERAL RIGHTS:** The sale shall include 100% of the mineral rights owned by the Seller.

**AGENCY:** Schrader Real Estate and Auction Company, Inc. and its representatives are exclusive agents of the seller.

**DISCLAIMER AND ABSENCE OF WARRANTIES:** All information contained in this brochure and all

related materials are subject to the Terms and Conditions outlined in the Purchase Agreement. The property is being sold on "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, inquiries, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors or omissions is assumed by the Sellers or the Auction Company. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Sellers and Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decision of the Auctioneer is final.

**ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE. AUCTION COMPANY OR OWNER NOT RESPONSIBLE FOR ACCIDENTS.**

**STOCK PHOTOGRAPHY: Animal Photos are for illustrative purposes only and are not of the auction property.**

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**For Information Call Auction Managers:  
Andy Walther, 765-969-0401 or Ritter Cox, 260-609-3306**



# **REGISTRATION FORMS**

# **BIDDER PRE-REGISTRATION FORM**

**SATURDAY, JUNE 14, 2025**

**39± ACRES – WAYNE 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 Friday, June 6, 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**  
**39± Acres • Wayne County, Indiana**  
**Saturday, June 14, 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 Saturday, June 14, 2025 at 10:00 AM (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, Friday, June 6, 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.***

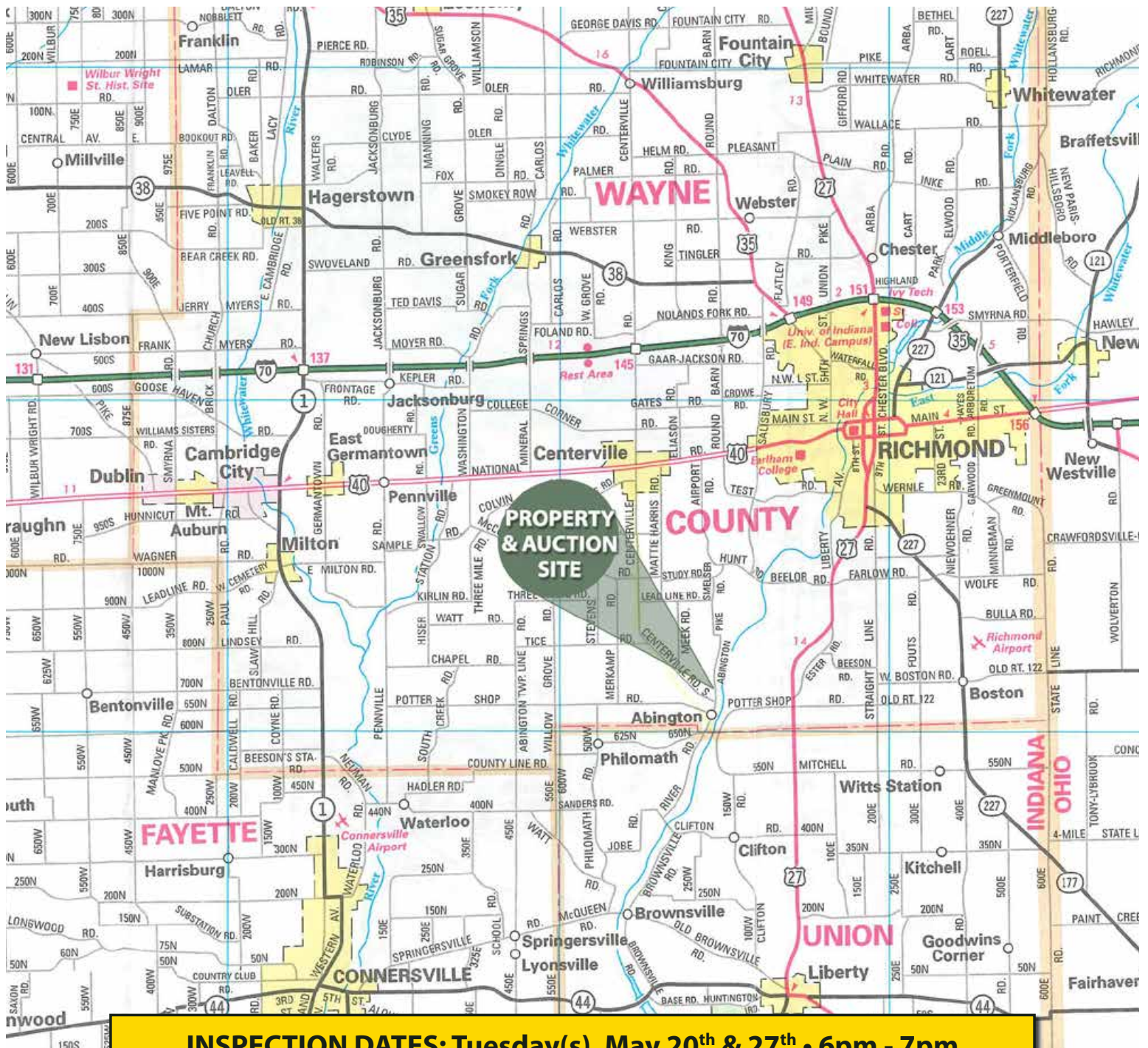
**Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:**

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



**INSPECTION DATES: Tuesday(s), May 20<sup>th</sup> & 27<sup>th</sup> • 6pm - 7pm  
Saturday, June 7<sup>th</sup> • 9am – 11am | Wednesday, June 11<sup>th</sup> • 6pm - 7pm**

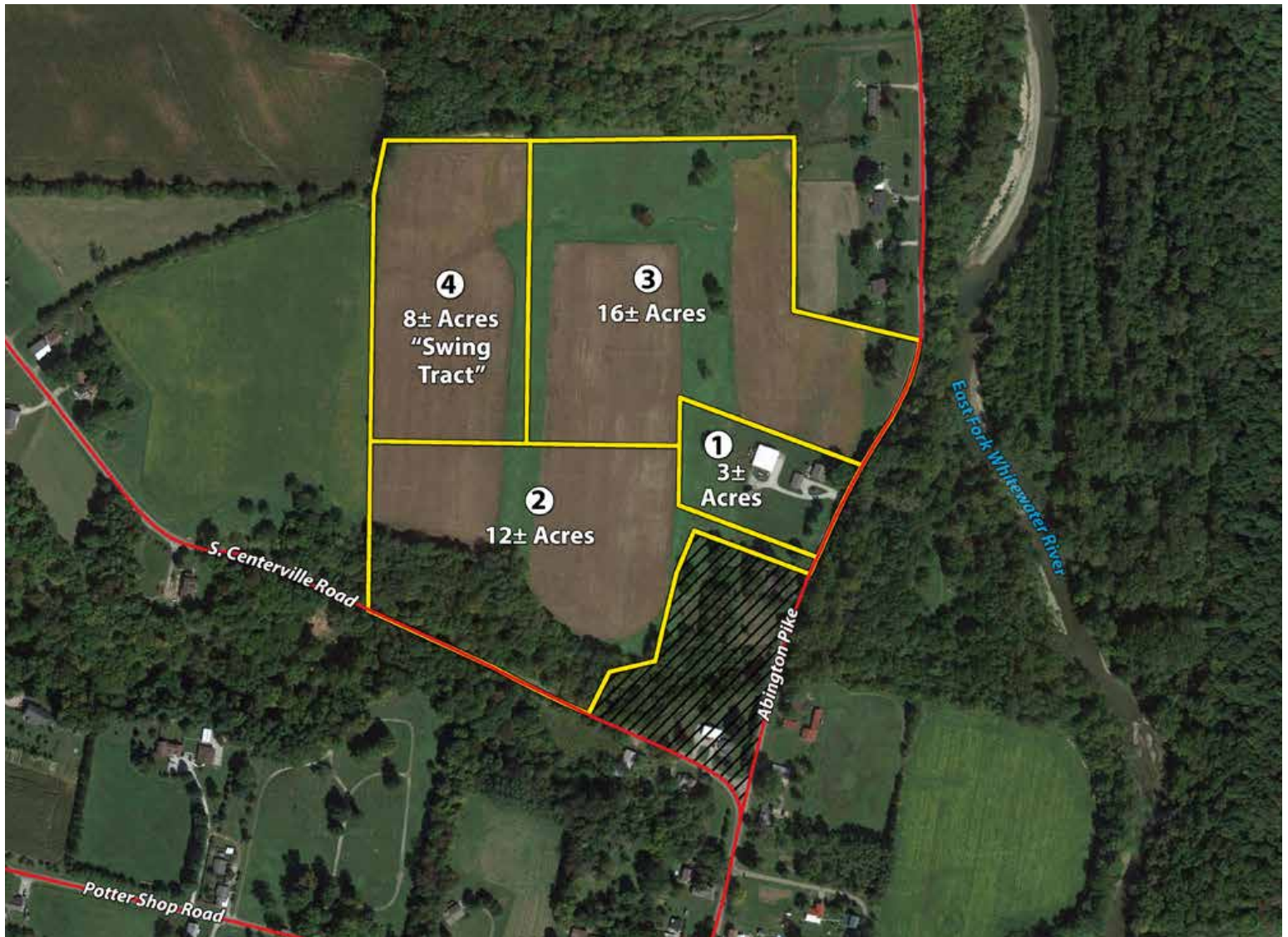
**WAYNE COUNTY, IN – Abington Township  
South of RICHMOND, IN 47374**

**(Locally known as ABINGTON - Between Centerville and Liberty, IN)**

**PROPERTY LOCATION & AUCTION SITE: 6474 Abington Pike, RICHMOND, IN 47374.**

*From Centerville at the intersection of US 40 and Morton Ave. at the stoplight, travel south 7 miles on Centerville Rd. Property is located on your left as you approach Abington Pike. Turn left on Abington Pike to Farm. OR From Richmond take US 27 south approximately 7 miles to Potter Shop Rd. Turn west (right) and travel 3 miles to the stop sign in Abington. Turn right onto Centerville Rd. and travel 500ft. to Abington Pike. Continue north on Abington Pike to the farm on your left.*

# AERIAL MAP



## TRACT DESCRIPTIONS:

**All acreages are approximate. (Secs. 2 & 3, Abington Twp.)**

**TRACT 1: COUNTRY HOME ON 3± ACRES.** A true country setting here with a brick ranch home, 3-car garage and pole barn. This is a low maintenance attractive property with the following features:

- 988 sf brick ranch home with a full basement. The home has 3 bedrooms and 1 and 1/2 baths. Newer central air with a gas furnace and additional outdoor wood burner.
- An attractive circle drive leads to a 24' x 36' vinyl sided garage with concrete floor and 3 overhead doors, all with automatic openers.
- 40' x 60' Metal sided pole barn with an additional 15' x 60' lean-to with a concrete floor

**TRACT 2: 12+ ACRES** featuring a mix of mature trees, tillable land and a picturesque limestone creek. This tract has its own waterfall and features massive elevation changes creating impressive views overlooking the east fork of the Whitewater River. Examine the possibility of building your dream home overlooking the valley. Very unique property. Frontage on S. Centerville Road and 60' of owned frontage on Abington Pike.

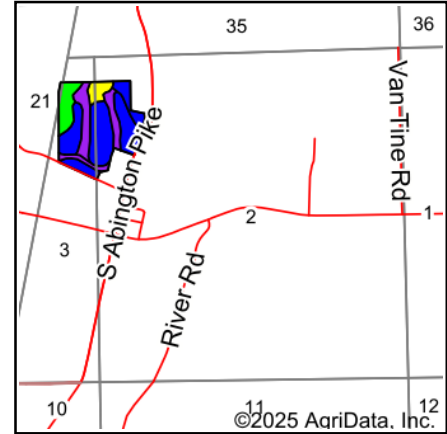
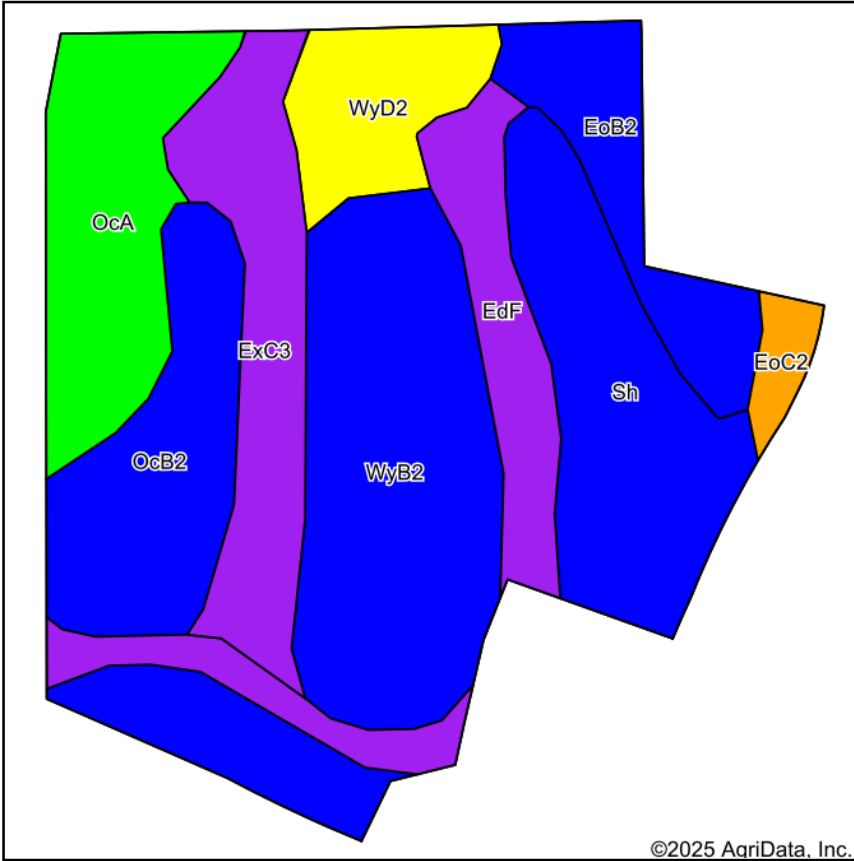
**TRACT 3: 16± ACRES** of tillable and open land with frontage on Abington Pike. This is another tract for the hunter or home builder with great views. Consider combining this tract with others to create the package that best fits your needs.

**TRACT 4: (SWING TRACT) - 8± ACRES** of tillable and open grass land. Great views and wildlife. This tract must be combined with another tract or purchased by an adjoining neighbor.



# **SOIL INFORMATION**

# SOIL MAP



State: **Indiana**  
 County: **Wayne**  
 Location: **2-12N-2W**  
 Township: **Abington**  
 Acres: **38.69**  
 Date: **3/28/2025**



Maps Provided By:  
  
 CUSTOMIZED ONLINE MAPPING  
 © AgriData, Inc. 2023 www.AgriDataInc.com



Soils data provided by USDA and NRCS.

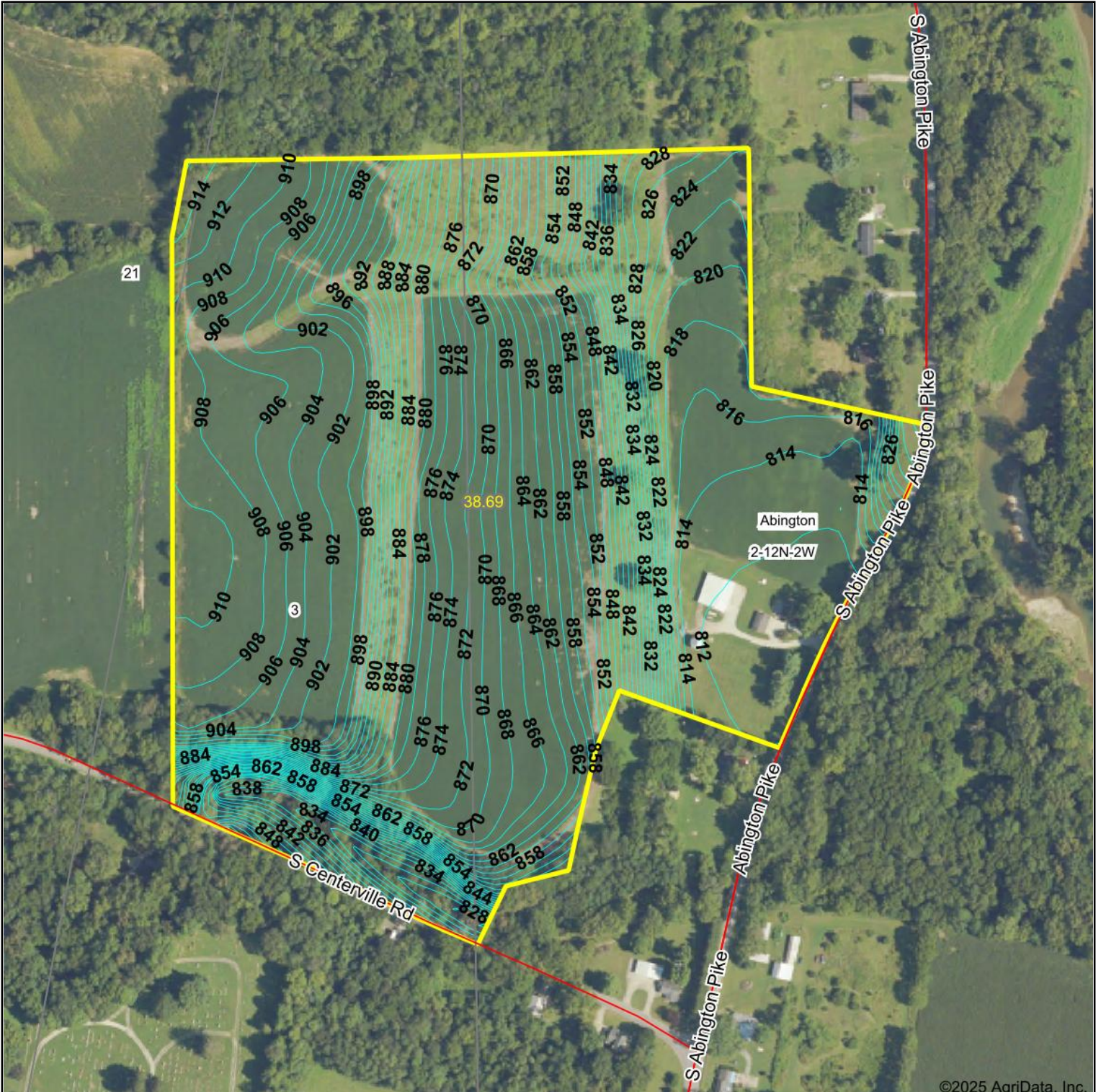
©2025 AgriData, Inc.

Area Symbol: IN177, Soil Area Version: 27

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Grass legume hay Tons	Pasture AUM	Soybeans Bu	Winter wheat Bu
WyB2	Wynn silt loam, 2 to 6 percent slopes, eroded	7.98	20.6%		Ile	99	3	6	34	40
Sh	Shoals silt loam, occasionally flooded	7.66	19.8%		IIw	131	5	9	43	59
OcA	Ockley silt loam, 0 to 2 percent slopes	4.49	11.6%		I	106	4	7	38	43
OcB2	Ockley silt loam, 2 to 6 percent slopes, eroded	4.40	11.4%		Ile	132	4	9	46	65
ExC3	Eldean clay loam, 6 to 18 percent slopes, severely eroded	4.34	11.2%		VIe	73	3	5	25	37
EdF	Eden flaggy silty clay loam, 25 to 40 percent slopes	4.03	10.4%		VIIe					
EoB2	Eldean loam, 2 to 6 percent slopes, eroded	2.80	7.2%		Ile	106	4	6	36	46
WyD2	Wynn silt loam, 12 to 18 percent slopes, eroded	2.39	6.2%		IVe	68	2	5	24	34
EoC2	Eldean loam, 6 to 12 percent slopes, eroded	0.60	1.6%		IIIe	82	3	6	29	42
<b>Weighted Average</b>					<b>2.99</b>	<b>95</b>	<b>3.3</b>	<b>6.3</b>	<b>32.5</b>	<b>42.5</b>

Soils data provided by USDA and NRCS.

# TOPO CONTOURS MAP



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Source: USGS 10 meter dem

Interval(ft): 2.0

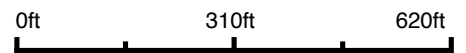
Min: 810.3

Max: 915.0

Range: 104.7

Average: 864.4

Standard Deviation: 33.27 ft



3/28/2025

**2-12N-2W**  
**Wayne County**  
**Indiana**

Boundary Center: 39° 44' 16.21, -84° 57' 48.97

Maps Provided By:



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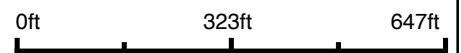
# FLOOD ZONE MAP



©2025 AgriData, Inc.



Map Center: 39° 44' 16.21, -84° 57' 48.97



2-12N-2W  
Wayne County  
Indiana



Maps Provided By:  
**surety**  
CUSTOMIZED ONLINE MAPPING  
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3/28/2025

Flood related information provided by FEMA

# **FSA INFORMATION**

# FSA INFORMATION

INDIANA  
WAYNE



United States Department of Agriculture  
Farm Service Agency

FARM : 5732

Prepared : 5/6/25 8:34 AM 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 : 18-177-2019-54  
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
42.76	22.42	22.42	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	22.42	0.00		0.00	0.00	0.00	0.00	

### Crop Election Choice

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

### DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	10.40	0.00	115	
Soybeans	7.40	0.00	41	0
<b>TOTAL</b>	<b>17.80</b>	<b>0.00</b>		

### NOTES

--

Tract Number : 9957

Description : combination of T1270 & T8399  
FSA Physical Location : INDIANA/WAYNE  
ANSI Physical Location : INDIANA/WAYNE  
BIA Unit Range Number :  
HEL Status : HEL field on tract.Conservation system being actively applied  
Wetland Status : Wetland determinations not complete  
WL Violations : None  
Owners : DANIEL BUCHAN  
Other Producers : ROBERT WESTOVER  
Recon ID : 18-177-2010-23

### Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
42.76	22.42	22.42	0.00	0.00	0.00	0.00	0.0

# FSA INFORMATION

INDIANA  
WAYNE  
Form: FSA-156EZ



United States Department of Agriculture  
Farm Service Agency

## Abbreviated 156 Farm Record

FARM : 5732  
Prepared : 5/6/25 8:34 AM CST  
Crop Year : 2025

### Tract 9957 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	22.42	0.00	0.00	0.00	0.00	0.00

### DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	10.40	0.00	115
Soybeans	7.40	0.00	41

**TOTAL** 17.80 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.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.

# FSA INFORMATION

## USDA Farm 5732 Tract 9957

2025 Certification map prepared on: 3/20/2025

CRP TRS: 12N2W2



Administered by: Wayne County, Indiana

CLU

Wayne

OP: WESTOVER, KEVIN

42.76 Tract acres

Wetland Determination Identifiers:

OW: BUCHAN, DANIEL

22.42 Cropland acres

● Restricted Use

All NIRR / Shares:

0 CRP acres

▼ Limited Restrictions

■ Exempt from Conservation Compliance Provisions

Source: Primarily USDA NAIP 2024 imagery; IDHS or Dynamap roads; FSA data 2025-03-20 12:05:38

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
2	4.3	N			2	
IUse:						
NI or IRR						
Shares:						
5	8.76	H			2	
IUse:						
NI or IRR						
Shares:						
13	9.36	H			2	
IUse:						
NI or IRR						
Shares:						



Farm 5732 Tract 9957

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

**PRELIMINARY  
TITLE**

# PRELIMINARY TITLE



Fidelity National Title Insurance Company

**ALTA COMMITMENT FOR TITLE INSURANCE**  
issued by  
**FIDELITY NATIONAL 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 EXTRA CONTRACTUAL 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, Fidelity National Title Insurance Company, a Ohio Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**COMMITMENT CONDITIONS**

**1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

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27C170A

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

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(25051444.PFD/25051444/10)

# PRELIMINARY TITLE

- 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; and
  - f. Schedule B, Part II-Exceptions; and
  - g. a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**  
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
    - i. comply with the Schedule B, Part I-Requirements;
    - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
    - iii. acquire the Title or create the Mortgage covered by this Commitment.
  - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
  - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
  - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
  - e. The Company is not liable for the content of the Transaction Identification Data, if any.

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# PRELIMINARY TITLE

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

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# PRELIMINARY TITLE

Freedom Title Company, Inc.

By:   
Freedom Title Company, Inc.

Fidelity National Title Insurance Company

By:   
Michael J. Nolan  
President

ATTEST:   
Marjorie Nemzura  
Secretary

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# PRELIMINARY TITLE



Fidelity National Title Insurance Company

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

Issuing Agent: Freedom Title Company, Inc.  
Issuing Office: 700 East Main St., Richmond, IN 47374  
Issuing Office's ALTA® Registry ID: 0044380  
Loan ID No.:  
Commitment No.: 25051444  
Issuing Office File No.: 25051444  
Property Address: S Centerville Rd Centerville IN 47330/6474 Abington Pike Richmond, IN 47374  
Revision No.:

## SCHEDULE A

1. Commitment Date: May 5, 2025 at 08:00 AM
2. Policy to be issued:
  - a. ALTA Own. Policy (7/1/2021)  
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below  
Proposed Amount of Insurance: \$ 197,500.00  
The estate or interest to be insured: Fee Simple
  - b. ALTA Loan Policy (07/01/2021)  
Proposed Insured:  
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: Daniel S. Buchan.
5. The Land is described as follows:  
  
Situated in Wayne County, State of Indiana. See Exhibit A attached hereto and made a part hereof.

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

By:   
Freedom Title Company, Inc.

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27C170 Sch. A

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# PRELIMINARY TITLE



Fidelity National Title Insurance Company

## SCHEDULE B, PART I - Requirements

Commitment No.: 25051444

File No. 25051444

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. A Vendor's Affidavit to be furnished.
6. For each policy to be issued as identified in Schedule A, Item 2: the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, addition exceptions or requirements after the designation of the Proposed Insured.
7. The Proposed Policy Amount(s) must be modified to the full value of the estate or interest being insured, and any additional premium must be paid. The Proposed Policy Amount for an owner's policy should reflect the contract sales price unless the Company is furnished with a current appraisal indicating a different value. The Proposed Policy Amount for a loan policy will not be issued for an amount less than the principal amount of the mortgage debt or no more than 20% in excess of the principal debt in order to cover interest, foreclosure costs, etc. Proposed Policy Amount (2) will be revised, and premium will be charged per the Company's Rate Manual then in effect when the final amounts of insurance are approved.
8. A Warranty Deed from Daniel S. Buchan, to proposed insured purchaser.
9. NOTE: If a conveyance document is to be recorded, a sales disclosure form must be filed in the Wayne County Auditor's office.

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 policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.

NOTE: Effective July 1, 2006, any documents requiring a preparation statement which are executed or acknowledged in Indiana must contain the following affirmation statement as required by IC 36-2-11-15: "I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document unless required by law. [Sign, Print or Type Name]."

Additionally, pursuant to IC 35-2-7.5-6, a \$2.00 fee for each recorded document must be collected and deposited into the "County Identification Protection Fee" fund. Said fee has been collected by the county recorder since the law's inception in 2005 and will continue to be collected until further notice.

10. NOTE FOR INFORMATION: Effective July 1, 2009, HEA 1374 concerning Good Funds in real estate transactions requires funds deposited into an escrow account for closing from any party to the transaction in amounts over \$10,000.00 to be in the form of an

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# PRELIMINARY TITLE

## SCHEDULE B (Continued)

Commitment No.: 25051444

File No. 25051444

irrevocable wire transfer. Funds deposited into an escrow account for closing in an amount less than \$10,000.00 must be in the form of cash, 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 real estate broker licensed under IC 25-34.1.

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# PRELIMINARY TITLE

## SCHEDULE B (Continued)

Commitment No.: 25051444

File No. 25051444

### SCHEDULE B, PART II - Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Taxes assessed for the year 2024 due and payable in 2025.  
Taxing Unit Abington Twp  
Tax Parcel #001-00400-00, State ID #89-19-02-000-109.000-001  
Auditor's Legal: PT NW SEC 2-12-2 1A; PTNW SEC 2-12-2 1A PT NW SEC 2-12-2 3.495A; PT NW SEC 2-12-2 17.846A  
Assessed Value: Land \$44,800.00, Improvements \$130,500.00  
Supplemental Exemption \$0.00, Standard Deduction \$0.00.  
a) First Installment: \$1,778.42, Paid  
b) Second Installment: \$1,778.42, Unpaid
8. Taxes assessed for the year 2024 due and payable in 2025.  
Taxing Unit Abington Twp  
Tax Parcel #001-00399-00, State ID #89-19-03-000-203.000-001  
Auditor's Legal: NE FRACT 3-12-2 15.502A  
Assessed Value: Land \$22,200.00, Improvements \$0.00  
Supplemental Exemption \$0.00, Standard Deduction \$0.00.  
a) First Installment: \$221.99, Paid  
b) Second Installment: \$221.99, Unpaid
9. Taxes assessed for the year 2025 due and payable in 2026, a lien not yet due and payable.

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# PRELIMINARY TITLE

## SCHEDULE B (Continued)

Commitment No.: 25051444

File No. 25051444

10. Taxes for subsequent years which are not yet due and payable.
11. The Company assumes no liability for increases in the amount of real estate taxes as shown above as a result of retroactive revaluation of the land and improvements, changes in the usage of the land or the loss of any exemption or deduction applicable to the land insured herein.
12. Municipal assessments, if any, assessed against the land.
13. Rights of tenants under unrecorded leases, if any.
14. Rights of the Public, the State of Indiana, and County of Wayne and the municipality in and to that part of the premises taken or used for road purposes.
15. Right of way for drainage tiles, ditches, feeders and laterals, if any.
16. The acreage indicated in the legal description is solely for the purpose of identifying the said tract and should not be construed as insuring the quantity of land.
17. Rights of upper and lower riparian owners in and to the use of the waters of creeks or rivers thereon and the natural flow thereof.
18. Any adverse claim based upon assertion that
  - a) Said land or any part thereof is now or at any time has been below the ordinary low water mark of Locust Creek.
  - b) Some portion of said land has been created by artificial means or has accreted to such portion so created.
  - c) Some portion of said land has been brought within the boundaries thereof by an avulsive movement of Locust Creek, or has been formed by accretion to such portion so created.
19. The address shown on Schedule A, is solely for the purpose of identifying said tract and should not be construed as insuring the address shown in the description of the land.
20. NOTE: Subject to an examination for judgments against the proposed insured.
21. NOTE: The Indiana statutes prohibit ownership of certain real property by certain foreign parties. The specific statutory language can be found at Indiana Code § 1-1-16-1, et seq. and IC 32-22-3-1, et seq. ("the Acts"). Any loss or damage resulting from a violation of the Acts is excluded under the terms of the Policy.

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# PRELIMINARY TITLE

## EXHIBIT "A"

**Being a part of the northwest quarter of Section Two (2), Township Twelve (12) North, Range two (2) West, in Abington Township, Wayne County, Indiana, and being more particularly described as follows:**

**Beginning at an iron rod on the centerline of the Richmond and Abington Pike, said point being more particularly described as follows: Commencing at an iron spike at the intersection of said centerline with the centerline of the Centerville and Abington Pike and running thence north thirteen (13) degrees and twenty-seven (27) minutes east, along the centerline of said Richmond and Abington Pike Three Hundred Sixty-five (365) feet to an iron rod; thence north twenty-two (22) degrees and one (01) minutes east, along said centerline, three hundred seventy-eight and thirty hundredths (378.30) feet to an iron rod; thence north twenty-six (26) degrees and thirteen (13) minutes east one hundred eighty-two and ninety hundredths (182.90) feet to the beginning point, north sixty-nine (69) degrees and eight (08) minutes west two hundred twenty and twenty hundredths (220.20) feet to an iron pipe; thence south twenty-five (25) degrees and one (01) minutes west one hundred ninety-nine and ninety-seven hundredths (199.97) feet to an iron pipe; thence north sixty-one (61) degrees and twenty-six (26) minutes west one hundred thirty-one and thirty-nine hundredths (131.39) feet to iron pipe; thence north twenty-five (25) degrees and fifty-nine (59) minutes east five hundred twenty-six and fifty-four hundredths (526.54) feet to an iron pipe; thence south seventy-six (76) degrees and nineteen (19) minutes east three hundred fifty-six and ninety-eight hundredths (356.98) feet to an iron rod on the centerline of said Richmond and Abington Pike; thence south twenty-six (26) degrees and thirteen (13) minutes west, along said centerline, three hundred eighty-eight and ninety-three hundredths (388.93) feet to the place of beginning, containing an area of three and four hundred ninety-five thousandths (3.495) acres.**

**ALSO, Being part of the northwest quarter of Section Two (2), Township Twelve (12) North, Range Two (2) West, in Abington Township, Wayne County, Indiana, more particularly described as**

# PRELIMINARY TITLE

**follows: Beginning at a solid steel rod on the centerline of the Richmond-Abington Pike, said steel rod being Three hundred sixty-five (365) feet north thirteen (13) degrees and twenty-seven (27) minutes east, and two hundred thirty-five and seventy hundredths (235.70) feet north twenty-two (22) degrees and one (01) minutes east, of a railroad spike at the point of intersection of the centerline of said Richmond-Abington Pike with the center line of the Centerville-Abington Pike, and running thence, from said beginning point, north sixty-seven (67) degrees and fifty-nine (59) minutes west, assuming the Old Indian Boundary Line to run north twelve (12) degrees east, a distance of three hundred forty-eight and forty-eight hundredths (348.48) feet to an iron pipe; thence north twenty-two (22) degrees and one (01) minutes east, one hundred twenty-five (125) feet to an iron pipe; thence north twenty-five (25) degrees and fifty-nine (59) minutes east ten and ninety hundredths (10.90) feet to an iron pipe; thence south sixty-one (61) degrees and twenty-one (21) minutes east one hundred thirty-one and thirty-nine hundredths (131.39) feet to an iron pipe; thence south sixty-nine (69) degrees and four (04) minutes east, two hundred seventeen and twenty-eight hundredths (217.28) feet to a solid steel rod on the centerline of the Richmond-Abington Pike; thence south twenty-two (22) degrees and one (01) minutes west, along said centerline One hundred twenty-five (125) feet to the place of beginning, containing an area of One (1.000) acre.**

**ALSO: Being a part of the Northwest Quarter of Section Two (2) and a part of Fractional Section Three (3), both being in Township Twelve (12) North, Range Two (2) West, all being in Abington Township, Wayne County, Indiana, and being more particularly described as follows: Beginning at an iron rod in the centerline of the Centerville and Abington Pike, said point being more particularly described as follows:**

**Commencing at the intersection of the Indian Boundary Line with the centerline of the Main Street in the Town of Abington, witness an iron bolt south seventy-five (75) degrees and twenty-two (22) minutes east, sixteen and fifty hundredths (16.50) feet, south seventy-five (75) degrees and twenty-two (22) minutes east, along said centerline, one thousand three hundred thirteen and eighty-five hundredths (1313.85) feet to an iron rod on the centerline of Main Street, running northwardly in said Town of Abington; thence north fourteen (14) degrees and one (01)**

# PRELIMINARY TITLE

minutes east, along said centerline, six hundred ninety-eight and twenty-five hundredths (698.25) feet to an iron spike at the intersection of said centerline with the centerline of said Centerville and Abington Pike; thence north sixty-four (64) degrees and eighteen (18) minutes west, along said last mentioned centerline, three hundred twenty (320) feet to the beginning point of this description; and running thence, from said beginning point, continuing north sixty-four (64) degrees and eighteen (18) minutes west, along said centerline, eight hundred forty-four and sixty-seven hundredths (844.67) feet to an iron rod; thence north two (2) degrees and eleven (11) minutes east one thousand one hundred nineteen and forty-three hundredths (1119.43) feet to a wooden fence post on the west line of said Fractional Section Three (3); thence north twelve (12) degrees and three (03) minutes east, along said west line, one hundred fifty-three and eighty-three hundredths (153.83) feet to an iron pipe; thence east one thousand one hundred fourteen and fifty-six hundredths (1114.56) feet to an iron pipe; thence south two (2) degrees and seven (07) minutes east, thirty-eight and twenty-two hundredths (38.22) feet to an iron pipe; thence south one (01) degree and nine (09) minutes west, four hundred thirty-two and eighty-two hundredths (432.82) feet to an iron pipe; thence south twenty-five (25) degrees and fifty-nine (59) minutes west, five hundred thirty-seven and forty-four hundredths (537.44) feet to an iron pipe; thence south twenty-two (22) degrees and one (01) minute west two hundred fifty (250) feet to an iron pipe; thence south eight (8) degrees and twelve (12) minutes west One hundred sixty-eight and thirteen hundredths (168.13) feet to an iron pipe; thence south thirteen (13) degrees and twenty-seven (27) minutes west two hundred ninety-one and five hundredths (291.05) feet to the place of beginning, containing an area of Thirty-three and eight hundred forty-eight thousandths (33.848) acres, there being Fifteen and five hundred two thousandths (15.502) acres in Fractional Section Three (3), Township Twelve (12) North, Range Two (2) west and Eighteen and three hundred forty-six thousandths (18.346) acres in the northwest quarter of section two (2), township twelve (12) North, range two (2) west.

## **EXCEPTING THEREFROM:**

Being a part of the Northwest Quarter of Section 2, Township 12 North, Range 2 West, in Abington Township, Wayne County, Indiana, and being more particularly described as follows:

# PRELIMINARY TITLE

Beginning at an iron rod found in the centerline of Centerville Road, and being the southwest corner of a tract of land owned by Marvin Edwards and Mary K. Edwards, as recorded in Deed Record Book 478, page 567 in the office of the Wayne County Recorder, Wayne County, Indiana, said iron rod being 320.00 feet north 64 degrees, 14 minutes and 00 seconds west of the intersection of the centerline of Abington Pike with the centerline of said Centerville road, witness a bolt found 3.37 feet north 35 degrees, 19 minutes and 15 seconds west of the true corner, and running thence from said beginning point continuing north 64 degrees, 14 minutes and 00 seconds west, along the centerline of said Centerville Road, 148.09 feet to an iron rod set; thence north 25 degrees, 46 minutes and 00 seconds east, 128.31 feet to an iron rod set, thence north 79 degrees, 22 minutes and 40 seconds east, 128.48 feet to an iron rod set on the west line of said Edwards tract; thence south 13 degrees, 27 minutes and 00 seconds west, along the west line of said Edwards tract, 209.36 feet to the place of beginning, containing an area of 0.500 acres.

ALSO: Being a part of the Northwest Quarter of Fractional Section 2, Township 12 North, Range 2 West, in Abington Township, Wayne County, Indiana, more particularly described as follows:

Beginning at point in the center line of the Richmond-Abington Pike, said beginning point is described as follows: Beginning at an iron railroad spike, marking the intersection of the Centerville-Abington and Richmond Pike, said spike is nine hundred (900) feet East, more or less and five hundred (500) feet, more or less North of the Southwest corner of the Northwest Quarter of Section 2, Township 12 North, Range 2 West; thence from said spike, running Northeastwardly along the center of the Richmond-Abington Pike a distance of three hundred sixty-five (365) feet to a railroad spike; in the center of said pike; thence northeastwardly at an angle of 8 degrees and 45 minutes to the right a distance of three hundred seventy-nine (379) feet to a railroad spike; thence Northeastwardly along the center line of said pike at an angle of 6 degrees and 30 minutes to right one hundred eighty-two and four tenths (182.40) feet to a railroad spike, which is the beginning point of this description; thence from said beginning point Northwestwardly at an angle of 84 degrees and 46 minutes to the left a distance of two hundred twenty (220) feet to a wooden fence post set in concrete; thence Southwestwardly at an angle of 92 degrees and 15 minutes to the left a

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distance of two hundred (200) feet to the an iron pipe; thence Southeastwardly at an angle of 86 degrees and 29 minutes to the right a distance of two hundred twenty (220) feet to the center of said Richmond-Abington Pike; thence Northeastwardly along the center line of said pike seventeen and six tenths (17.60) feet to a railroad spike; thence Northeastwardly at an angle of 6 degrees and 30 minutes to the right a distance of one hundred eighty-two and four tenths (182.40) feet to the place of beginning. Containing 1.00 acre, more or less.



**PHOTOS**

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