

66± acres
Offered in 4 Tracts

Wednesday, August 20 • 6:00pm EST

ONLINE BIDDING AVAILABLE

held at the
Noble County
Fairground,
Kendallville, IN

- 57± Acres of FSA
Tillable Ground
- Easy Road Access to All Tracts
- Farming Rights in 2026
- Potential Building Sites
- Road Frontage Along State Road 8

Excellent
LAND NOBLE COUNTY
AUCTION



INFORMATION

Booklet

800.451.2709 • SchraderAuction.com

Disclaimer

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

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

AUCTION MANAGERS

Daniel Days • 260.233.1401

Dean Rummel • 260.343.8511



950 N. Liberty Dr., Columbia City, IN 46725
800.451.2709 | 260.244.7606
www.schraderauction.com

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BIDDER PRE-REGISTRATION FORM

WEDNESDAY, AUGUST 20, 2025

66± ACRES – NOBLE COUNTY, INDIANA

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,
P.O. Box 508, Columbia City, IN, 46725,
Email to auctions@schraderauction.com or fax to 260-244-4431, no later than Wednesday, August 13, 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
66± Acres • Noble County, Indiana
Wednesday, August 20, 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 Wednesday, August 20, 2025 at 6:00 PM (EST).
3. I have read the information contained in the Real Estate Bidder’s Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer’s premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$_____. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier’s check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

Schrader Real Estate & Auction Company, Inc.
950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725
Phone 260-244-7606; Fax 260-244-4431; email: auctions@schraderauction.com

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

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

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

9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Wednesday, August 13, 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:

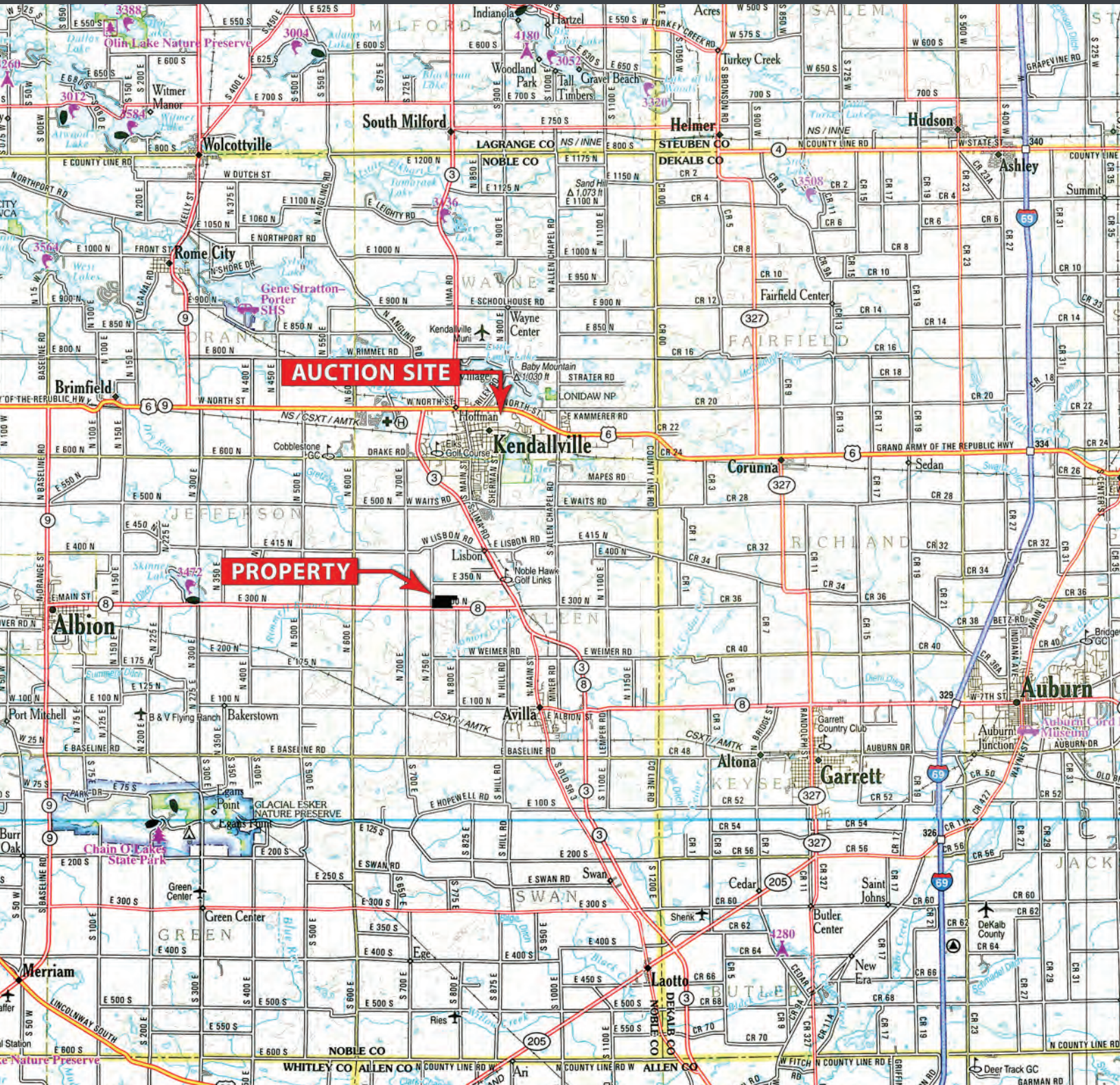
E-mail address of registered bidder: _____

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 MAP

LOCATION MAP



AUCTION LOCATION: Noble County Fairground Log Cabin, 580 N Fair St, Kendallville, IN

DIRECTIONS TO PROPERTY: Take St Rd 8 east out of Albion, IN. Continue east for 7.5 miles and arrive at N 750 E. Turn north and the property is located on the east side of the road.



You may bid online during the auction at www.schraderauction.com. You must be registered **One Week in Advance of the Auction** to bid online. For online bidding information, call Schrader Auction Company at 800.451.2709.



TRACT MAP

TRACT MAP



Inspection Dates:
4:00 - 6:00pm
Tuesday, August 5
Thursday, August 14





TRACT DESCRIPTIONS

66± acres
Offered in 4 Tracts



ONLINE BIDDING AVAILABLE

Wednesday, August 20 • 6:00pm

This farm offers 57± acres of FSA tillable farmland across all tracts, currently in row crop production. Farm is mainly built up of Miami loam, Miami clay loam, and Brookston silt loam across a slightly rolling topography. Tract 4 offers just under 5 acres of timber recreational land. Property provides extensive road frontage along St Rd 8. Farming rights in 2026.

Not a farm you will want to miss out on!

TRACT 1 - 24± acres of mostly tillable farmland. This tract provides the most acreage with slightly rolling topography. Road frontage off of N 750 E, great potential building site. Farming rights in 2026.

TRACT 2 - 16± acres of mostly tillable farmland. This tract has a more rolling topography. Road frontage off of N 750 E and St Rd 8, great potential building site. Farming rights in 2026.

TRACT 3 - 16± acres of mostly tillable farmland. This tract has a more rolling topography. Road frontage off of St Rd 8, great potential building site. Farming rights in 2026.

TRACT 4 - 10± acres with a combination of tillable farmland and wooded recreational land. The possibility for building site and hunting opportunities. Tract has road frontage along St Rd 8.

Auction Terms & Conditions:

PROCEDURE: The property will be offered in 4 individual tracts, combinations of tracts and as a total 66± acre unit. There will be open bidding on all tracts & combinations during the auction as determined by the Auctioneer. Bids on tracts, tract combinations & the total property may compete.

DOWN PAYMENT: 10% down payment on the day 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, and 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 representation of the Sellers' acceptance or rejection.

DEED: Seller shall provide Warranty Deed(s).

CLOSING: The balance of the real estate purchase price is due at closing, which will take place on or before 30 days after auction, or as soon thereafter as applicable closing documents are completed by seller.

POSSESSION: Possession is at closing.

FARMING RIGHTS: Buyer will have 2026 farming rights.

REAL ESTATE TAXES: Seller will be responsible for all 2025 real estate taxes due in 2026.

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 Sellers option & sufficient for providing title insurance. Combination purchases will receive a perimeter survey only.

BUILDING SITES: For purpose of building sites, it is the buyer's responsibility to check with the Noble County Planning Commission and Health Departments.

PROPERTY INSPECTION: Inspection dates have been scheduled and will be staffed with auction personnel. Further, Seller disclaims any and all responsibility for Bidder's safety during any physical inspection of the property. No party shall be deemed an invitee of the property by virtue of the offering of the property for sale.

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

AGENCY: Schrader Real Estate & 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 an "AS IS, WHERE IS" basis, and no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. All sketches and dimensions in the brochure are approximate. Each potential Bidder is responsible for conducting, at their own risk, their 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 Seller or the Auction Company. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Seller 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 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.

SELLER: Wanda P. Preston Irrevocable Trust

AUCTION MANAGERS:

Daniel Days • 260.233.1401

Dean Rummel • 260.343.8511

800.451.2709

SchraderAuction.com





SOILS MAP

SOILS MAP



State: **Indiana**
 County: **Noble**
 Location: **17-34N-11E**
 Township: **Allen**
 Acres: **65.89**
 Date: **7/7/2025**



Soils data provided by USDA and NRCS.

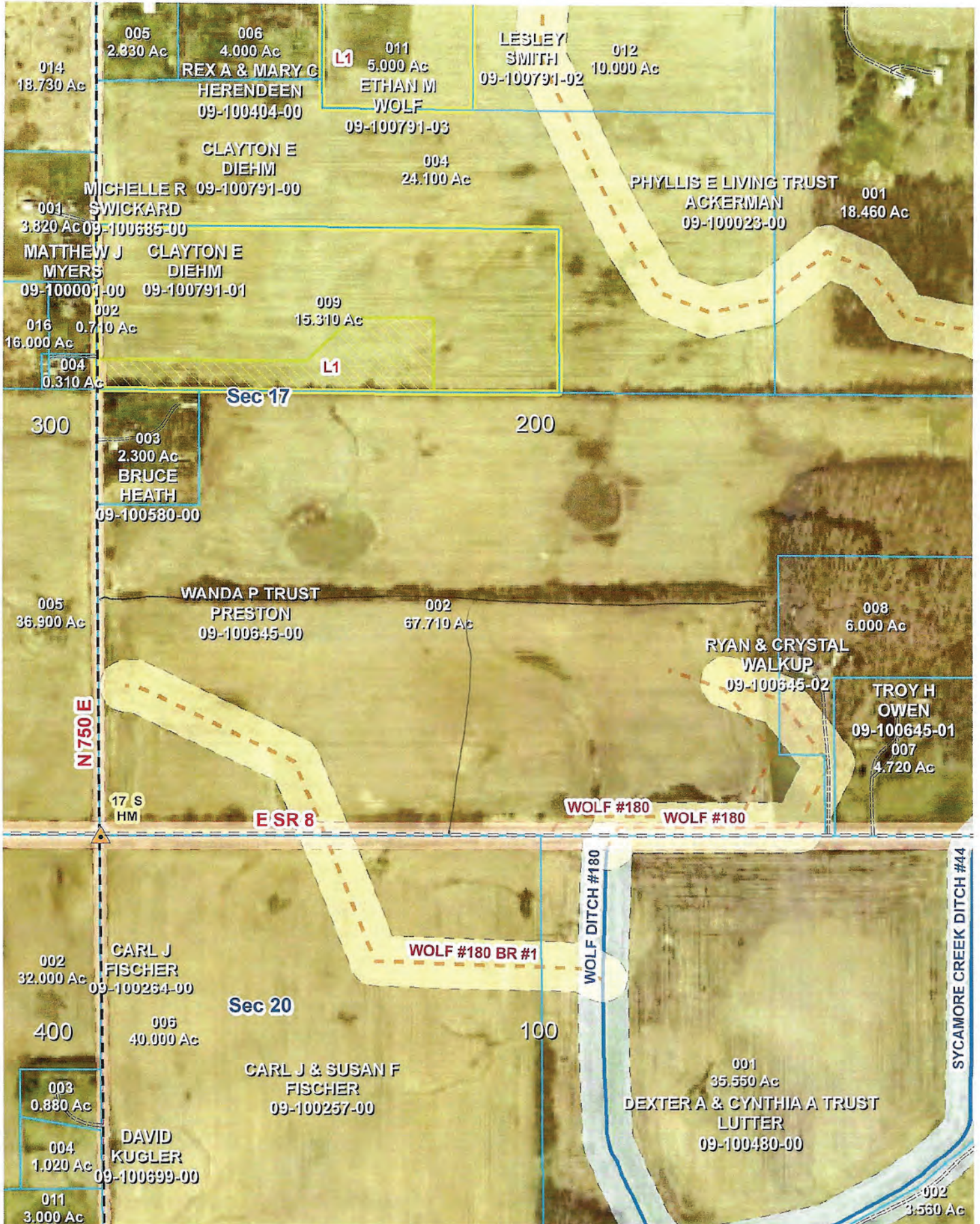
Area Symbol: IN113, Soil Area Version: 30

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Corn silage Tons	Grass legume hay Tons	Grass legume pasture AUM	Pasture AUM	Soybeans Bu	Winter wheat Bu
MfB2	Miami loam, 2 to 6 percent slopes, eroded	23.34	35.3%		Ile	143	19	5	9		49	64
MgC3	Miami clay loam, 6 to 12 percent slopes, severely eroded	14.34	21.8%		IVe	126		4		8	44	56
Bx	Brookston silt loam	12.57	19.1%		IIw	175	24	6		12	49	70
Ws	Washtenaw silt loam	5.62	8.5%		IIw	170	22	6		11	51	68
CrA	Crosier loam, 0 to 2 percent slopes	4.87	7.4%		IIw	154		5		10	50	69
Ho	Houghton muck, drained	3.33	5.1%		IIIw	159		5		11	42	64
To	Toledo silty clay loam	1.82	2.8%		IIIw	155	21	5		10	44	62
Weighted Average					2.51	149.7	13.8	5.1	3.2	6.5	47.7	64.1



TILE MAP

TILE MAP





TOPOGRAPHY MAP

TOPOGRAPHY MAP



Source: USGS 1 meter dem
Interval(ft): 3.0
Min: 991.8
Max: 1,038.6
Range: 46.8
Average: 1,013.7
Standard Deviation: 8.66 ft

0ft 452ft 905ft



7/7/2025

17-34N-11E
Noble County
Indiana

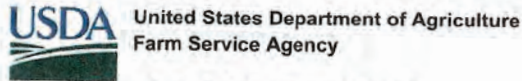
Boundary Center: 41° 23' 47.08, -85° 16' 28.46



FSA INFORMATION

FSA INFORMATION

INDIANA
NOBLE
Form: FSA-156EZ



FARM : 988
Prepared : 6/18/25 11:10 AM CST
Crop Year : 2025

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

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

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
76.49	59.30	59.30	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	59.30	0.00		0.00	0.00	0.00	0.00	

Crop Election Choice

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

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	6.90	0.00	58	
Corn	23.30	0.00	98	
Soybeans	29.10	0.00	42	0
TOTAL	59.30	0.00		

NOTES

Tract Number : 2127

Description : SEC 17, ALLEN TWP.
FSA Physical Location : INDIANA/NOBLE
ANSI Physical Location : INDIANA/NOBLE
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 : FREDERICK NORDEN, DORLENE A HAINES
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
76.49	59.30	59.30	0.00	0.00	0.00	0.00	0.0

FSA INFORMATION

INDIANA
 FORM 1
 Form: FSA-156EZ



United States Department of Agriculture
 Farm Service Agency

Abbreviated 156 Farm Record

FARM : 988
 Prepared : 6/18/25 11:10 AM CST
 Crop Year : 2025

Tract 2127 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	59.30	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	6.90	0.00	58
Corn	23.30	0.00	98
Soybeans	29.10	0.00	42
TOTAL	59.30	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. USDA is an equal opportunity provider, employer, and lender.



TAX STATEMENT

TAX STATEMENT

☰ Tax History

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.
 Note: Total due amount rolls forward to the most current year

Columns ▾

	2024 Pay 2025	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021
+ Spring Tax	\$803.60	\$712.22	\$555.80	\$513.59	\$543.16
+ 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	\$803.60	\$712.22	\$555.80	\$513.59	\$543.16
+ 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	\$643.24	\$643.24	\$643.24	\$643.24	\$541.68
	904 Sycamore Creek Dk - \$541.68	820 Frank Yarde - Dk - \$101.56	820 Frank Yarde - Dk - \$101.56	820 Frank Yarde - Dk - \$101.56	904 Sycamore Creek Dk - \$541.68
	852 Frank Yarde 3 - \$101.56	904 Sycamore Creek Dk - \$541.68	904 Sycamore Creek Dk - \$541.68	904 Sycamore Creek Dk - \$541.68	
+ Advert Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ 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
LIT Credits	\$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	\$2,250.44	\$2,067.68	\$1,754.84	\$1,670.42	\$1,628.00
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Credits	(\$2,250.44)	(\$2,067.68)	(\$1,754.84)	(\$1,670.42)	(\$1,628.00)
= Total Due	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Property taxes for 2024 Pay 2025 are certified.

First installment for 2024 Pay 2025 tax is due May 12th, 2025. The second installment is due November 10th, 2025.



PRELIMINARY TITLE

PRELIMINARY TITLE



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
COMMONWEALTH LAND 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, Commonwealth Land Title Insurance Company, a(n) Florida 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 90 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.
- 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.

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



PRELIMINARY TITLE

- 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

American Land Title Association

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

**COMMONWEALTH LAND TITLE INSURANCE
COMPANY**
P.O. Box 45023, Jacksonville, FL 32232-5023


By: _____
Michael J, Nolan, President


By: _____
Marjorie Nemzura, Secretary

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PRELIMINARY TITLE

American Land Title Association

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

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

Issuing Agent: Assurance Title Company, LLC
Issuing Office: 102 E Main St.
Albion, IN 46701
Issuing Office's ALTA® Registry ID: 1125584
Loan ID Number:
Commitment Number: 25-1176
Issuing Office File Number: 25-1176
Property Address: E State Road 8, Kendallville, IN 46755
Revision Number:

SCHEDULE A

1. Commitment Date: June 10, 2025 at 8:00 AM
2. Policy to be issued:
 - (a) 2021 ALTA Owner's Policy
Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below**
Proposed Amount of Insurance: **\$1.00**
The estate or interest to be insured: **fee simple**
3. The estate or interest in the Land at the Commitment Date is:
fee simple
4. The Title is, at the Commitment Date, vested in:
Dorlene A. Haines and Fredrick A. Norden, Co-Trustees of Wanda P. Preston Irrevocable Trust dated November 22, 2017
5. The land is described as follows:
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

ASSURANCE TITLE COMPANY, LLC
102 E Main St., Albion, IN 46701
Telephone: (260) 636-2692

COMMONWEALTH LAND TITLE INSURANCE COMPANY
P.O. Box 45023, Jacksonville, FL 32232-5023

Countersigned by:

Morgan Alwine

Morgan Alwine, License #3767222
Assurance Title Company, LLC, License #924500

Michael J. Nolan
By: _____
Michael J, Nolan, President

Marjorie Nemzura
By: _____
Marjorie Nemzura, Secretary

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PRELIMINARY TITLE

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. If Assurance Title Company will be serving as the closing agent and this closing will take place on or after July 1, 2009, funds provided in excess of \$10,000.00 must be wired and funds less than \$10,000.00 must be good funds in compliance with IC 27-7-3.7.
6. Any conveyance or mortgage by the Trustee of the trust under which title is held must be accompanied by evidence of the continued existence of the trust, the identity of the Trustee and evidence of authority with respect to the contemplated transaction. (Received)
7. Duly authorized and executed Trustee's Deed from Dorlene A. Haines and Fredrick A. Norden, Co-Trustees of Wanda P. Preston Irrevocable Trust dated November 22, 2017, to Proposed Insured, to be executed and recorded at closing.

Recital, or other acceptable evidence, for transfer of taxation and to establish of record the extinguishment of the life estate interest of Wanda P. Preston who passed away on April 8, 2022 that was reserved in the Deed recorded on December 7, 2017 as Instrument No. 171200133.

8. NOTE: Disclosure of Sales Information form(s) prescribed by the State Board of Tax Commissioners pursuant to IC 6-1.1-5.5 must be filed with the Auditor's Office. Strict compliance must be followed using the most recent version of the Indiana Sales Disclosure. (1 S.D.)
9. Vendors, (Sellers), Closing Affidavit to be furnished this office.
10. 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, additional exceptions or requirements after the designation of the Proposed Insured.

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PRELIMINARY TITLE

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 or other matter affecting the Land 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 in the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. 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.
8. Taxes for 2024 payable 2025
Parcel No. 009-100645-00
Tax Unit of Allen
State ID No. 57-09-17-200-002.000-003
May 10 \$803.60 PAID
November 10 \$803.60 PAID
Assessed Valuation: Land \$139,600 Improvements \$0
Exemptions \$0
9. Annual assessment of \$541.68 for maintenance of 904 Sycamore Creek Dk Drain 2025,
May 10 \$270.84 PAID, November 10 \$270.84 PAID.
10. Annual assessment of \$101.56 for maintenance of 852 Frank Yarde 3 Drain 2025,
May 10 \$50.78 PAID, November 10 \$50.78 PAID.
11. Taxes for 2025 due and payable 2026, and subsequent taxes.
12. Possible assessments for the reconstruction of regulated drains.

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PRELIMINARY TITLE

13. The Company assumes no liability for increases in the amount of real estate taxes as shown above, and any civil penalties, 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.
14. 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.
15. Right of way for drainage tiles, feeders and laterals, if any.
16. Rights of the public, State of Indiana, County of Noble and the municipality in and to that part of the premises taken or used for road purposes.
17. Any governmental limitations or regulations respecting access to abutting roads, streets or highways.
18. Right of Way Grant by and between Elmer G. Diehm and Edna A. Diehm and State Highway Commission of Indiana, dated June 21, 1935, recorded in Miscellaneous Record 147, pages 485-486.
19. Easement for electric lines and incidental purposes in favor of the Noble County Rural Electric Membership Corporation, dated April 26, 1938, recorded November 15, 1938, in Miscellaneous Record 17, pages 425-426.
Note: The exact location of said easement CANNOT be determined from the record.
20. Right-of-way and easement for electric lines in favor of Indiana and Michigan Electric Company, with rights of ingress and egress and with restrictions against buildings under or with 85 feet of center of line, dated February 12, 1969, recorded March 10, 1969, in Miscellaneous Record 52, pages 465-466.
21. This commitment has been issued without a judgment search being made against the name insured.

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PRELIMINARY TITLE

EXHIBIT "A"

The Land referred to herein below is situated in the County of Noble, State of Indiana and is described as follows:

The south half of the Southeast Quarter of Section 17, Township 34 North, Range 11 East.

EXCEPTING THEREFROM:

A tract of land located in the Southeast Quarter of Section 17, Township 34 North, Range 11 East, in Noble County, the State of Indiana, more fully described as follows:

Commencing at a PK nail located in the Southeast Corner of said Southeast Quarter; thence N 89°35'52" W (Assumed Bearing) along the South line of said Southeast Quarter for 437.60 feet, THE TRUE POINT OF BEGINNING; thence continuing N 89°35'52" W along the South line of said Southeast Quarter for 30.00 feet to a PK Nail; thence N 00°01'49" W for 245.00 feet to a Rebar Stake with ABB cap (Arvill B. Brown, Kendallville, IN, R.L.S. #10456); thence N 89°35'52" W for 133.00 feet to a Rebar Stake with ABB cap; thence N 00°01'49" W for 489.38 feet to a Rebar Stake with ABB cap; thence S 89°35'52" E for 163.00 feet to a Rebar Stake with ABB cap; thence S 00°01'49" E for 263.96 feet to an existing Rebar Stake located in the Northwest Corner of a 4.72 Acre tract of land owned by Wanda Preston and surveyed by Arvill Brown on 12/09/98, Plat of Survey #34-11-17-10; thence S 00°01'49" E for 470.43 feet along the West line of said Preston tract to the place of beginning, said tract containing 2.00 Acres, more or less.

ALSO, EXCEPTING THEREFROM:

A part of the Southeast Quarter of Section 17, Township 34 North, Range 11 East, more fully described as follows:

Beginning at a point 974 feet North of the South Quarter corner of Section 17, Township 34 North, Range 11 East, thence North along the centerline of County Road 750 E a distance of 340 feet to a point; thence South 89 degrees 00 minutes East a distance of 303 feet to an iron pin; thence South a distance of 340 feet to an iron pin; thence North 89 degrees 00 minutes West a distance of 303 feet to the point of beginning. (Supposed to contain 2.3 acres, more or less.)

ALSO, EXCEPTING THEREFROM:

A tract of land located in the Southeast Quarter of Section 17, Township 34 North, Range 11 East, in Noble County, the State of Indiana, more fully described as follows:

Commencing at a PK Nail located in the southeast corner of said Southeast Quarter, thence N 89 degrees, 35 minutes 52 seconds W along the South line of said Southeast Quarter for 437.60 feet to a PK Nail, thence N 00 degrees 01 minutes 49 seconds W parallel with the East line of said Southeast Quarter for 470.43 feet to a rebar stake; thence South 89 degrees 35 minutes 52 seconds parallel with the South line of said Southeast Quarter for 437.60 feet to a rebar stake located at the East line of said Southeast Quarter, thence S 00 degrees 01 minutes 49 seconds E along the East line of said Southeast Quarter for 470.43 feet to the place of beginning, said tract containing 4.72 acres, more or less.

ALSO, EXCEPTING THEREFROM:

Part of the Southeast Quarter of Section 17, Township 34 North, Range 11 East, located in Allen Township, Noble County, Indiana and being described as follows:

Commencing at the Harrison monument marking the Southeast corner of the Southeast Quarter of Section 17, Township 34 North, Range 11 East; thence North 89 degrees 38 minutes 20 seconds West (Grid bearing) on and along the south line of said Southeast Quarter 437.60 feet; thence North 00 degrees 03 minutes 18 seconds West parallel with the east line of said Southeast Quarter 470.80 feet to a No. 5 Rebar with plastic cap stamped "Brown" marking the point of beginning of this description; thence continuing North 00 degrees 03 minutes 18 seconds West, 264.29 feet to a No. 5 rebar with plastic cap stamped "Brown"; thence North 89 degrees 32 minutes 52 seconds West, 163.19 feet to a No. 5 Rebar with plastic cap stamped "Brown"; thence North 00 degrees 03 minutes 18 seconds West, 97.10 feet to a No. 5 Rebar with plastic cap stamped LS9700007; thence South 89 degrees 38 minutes 20 seconds East, 600.60 feet to a No. 5 Rebar with plastic cap stamped LS9700007 on the east line of said Southeast Quarter; thence South 00 degrees 03 minutes 18 seconds East, 361.64 feet to a No. 5 Rebar with plastic cap stamped "Brown"; thence North 89 degrees 38 minutes 20 seconds West, 437.48 feet to the point of beginning, containing 4.00 acres, plus or minus.

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PRELIMINARY TITLE

425

MISC 17,425

No. 5669 Easement

State of Indiana County of Noble SS:

Know all men by these Presents, That we, Don Barhan and Tillie Barhan, husband and wife, of the aforesaid county and state, grantors, in consideration of its undertaking to construct and operate a system to distribute electricity to rural residents of said county and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto the Noble County Rural Electric Membership Corporation, grantee, its successors and assigns, the right and easement to enter upon the lands hereinafter mentioned, to-wit:

A tract of about 40 acres situated in the SE quarter of the SW quarter of Sec. 17 in Twp. 34 N, in Range 11 E, in Noble County, Indiana, about 7 miles East from the town of Albion, and lying between the farm of Walter Graham on the west and the farm of Elmer Diehm on the East, and to place, construct, operate, repair, maintain relocate and replace thereon, and in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, or any part thereof, and to cut and trim trees and shrubbery to the extent necessary to keep the said electric line or system free and clear therefrom, and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall and near enough to strike the wires if such trees should fall.

In granting this easement, it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, as long as it does not materially increase the cost of construction.

The undersigned covenant that they are the owners of the lands on which this easement is granted and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

The aforesaid easement includes the right at any time to enter upon the said land with the necessary tools and equipment, to do the acts mentioned.

Reservation of the full use and enjoyment of said land insofar as it shall not interfere with the easement hereby granted is hereby expressly made.

In Witness Whereof this easement is signed as of the 26th day of April, 1938.

Don Barhan
Tillie Barhan

State of Indiana County of Noble SS:

Before me, the undersigned notary public in and for said county and state on the 26th day of April, 1938, personally appeared Don Barhan and Tillie Barhan and acknowledged the execution of foregoing easement.

My Commission expires: April 25, 1942.

Dale Guthrie Notary Public

Recorded Nov. 15, 1938, at 3:00 P.M.

(NOTARY SEAL)

Jessie J. J... Recorder of Noble County, Indiana.

No. 5670 Easement

State of Indiana County of Noble SS:

Know all men by these Presents, That we, Elmer G. Diehm and Edna Diehm, husband and wife, of the aforesaid county and state, grantors in consideration of its undertaking to construct and operate a system to distribute electricity to rural residents of said county and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto the Noble County Rural Electric Membership Corporation, grantee, its successors and assigns, the right and easement to enter upon the lands hereinafter mentioned, to-wit:

A tract of about 80 acres situated in the S $\frac{1}{2}$ of the SE quarter of Sec. 17, in Twp. 34 N, in Range 11 E, in Noble County, Indiana, about 8 miles East, from the town of Albion, and lying between the farm of Don Barhan on the west, and the farm of Charles Hove on the east, and to place, construct, operate, repair, maintain, relocate and replace thereon, and in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system or any part thereof, and to cut and trim trees and shrubbery to the extent necessary to keep the said electric line or system free and clear therefrom, and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall and near enough to strike the wires if such trees should fall.

In granting this easement, it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, as long as it does not materially increase the cost of construction.

The undersigned covenant that they are the owners of the lands on which this easement is granted and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:
Federal Land Bank Louisville Ky.

The aforesaid easement includes the right at any time to enter upon the said land, with the necessary tools and equipment, to do the acts mentioned.

Reservation of the full use and enjoyment of said land insofar as it shall not interfere with the easement hereby granted is hereby expressly made.

In Witness Whereof this easement is signed as of the 26th day of April, 1938.

PRELIMINARY TITLE

426

Misc 17,424

State of Indiana County of Noble SS:

Elmer G. Diehm

Before me, the undersigned notary public in and for said county and state on the 26th day of April, 1938, personally appeared Elmer Diehm and duly acknowledged the execution of foregoing easement.

My commission expires: April 25, 1942

Dale Guthrie Notary Public (NOTARY SEAL)

In Witness Whereof grantors sign this easement as of the 24 day of Oct. 1938. Edna Diehm

State of Indiana County of Noble SS:

Before me, the undersigned notary public in and for said county and state on the 24 day of Oct, 1938, personally appeared Edna Diehm and duly acknowledged the execution of foregoing easement.

My commission expires : Feb. 7, 1942.

Fred B. Crothers Notary Public (NOTARY SEAL)

Recorded Nov. 15, 1938, at 3:00 P.M.

Jessie Glass Recorder of Noble County, Indiana.

No. 5671 Easement

State of Indiana County of Noble SS:

Know all men by these Presents, That we, W. E. Thomas and Mrs. Ida Thomas, husband and wife, of the aforesaid county and state, grantors, in consideration of its undertaking to construct and operate a system to distribute electricity to rural residents of said county and other valuable consideration, the receipt of which is hereby acknowledged do hereby grant unto the Noble County Rural Electric Membership Corporation, grantee, its successors and assigns, the right and easement to enter upon the lands hereinafter mentioned, to-wit:

A tract of about 150 acres situated in the NE quarter of Sec. 17, in Twp. 34 N, in Range 11 E, in Noble County, Indiana, about 1 1/2 miles southwest from the town of Lisbon, and lying between the farm of John Blackman on the East and the farm of Floyd Crothers on the west, and to place, construct, operate, repair, maintain, relocate and replace thereon, and in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, or any part thereof, and to cut and trim trees and shrubbery to the extent necessary to keep the said electric line or system free and clear therefrom, and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall and near enough to strike the wires if such trees should fall.

In granting this easement, it is understood that at pole locations only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, as long as it does not materially increase the cost of construction.

The undersigned covenant that they are the owners of the lands on which this easement is granted and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

The aforesaid easement includes the right at any time to enter upon the said land, with the necessary tools and equipment, to do the acts mentioned.

Reservation of the full use and enjoyment of said land insofar as it shall not interfere with the easement hereby granted is hereby expressly made.

In Witness Whereof this easement is signed as of the 27th day of April, 1938.

W. E. Thomas
Mrs. Ida Thomas

State of Indiana County of Noble SS:

Before me, the undersigned notary public in and for said county and state on the 27th day of April, 1938, personally appeared W. E. Thomas and Ida Thomas and duly acknowledged the execution of foregoing easement.

My commission expires: April 25, 1942.

Dale Guthrie Notary Public (NOTARY SEAL)

Recorded Nov. 15, 1938, at 3:00 P.M.

Jessie Glass Recorder of Noble County, Indiana.

No. 5672 Easement.

State of Indiana County of Noble SS:

Know all men by these Presents, That we, Harry E. Adams and Catherine Adams husband and wife, of the aforesaid county and state, grantors, in consideration of its services to rural residents of said county and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto the Noble County Rural Electric Membership Corporation, grantee, its successors and assigns, the following easement or easements upon our lands hereinafter mentioned, to-wit:

Poles

To place, maintain, repair, or renew 1 with out Brace poles with their incident supports and other appurtenances, at approximately the following places: On South side of Road known as Gravel road between the farms of Orin Shaffer on west and Leroy Nickerson on east.

PRELIMINARY TITLE

630

ch

DEED OF EASEMENT
Form 1-66
STR

WO No. 795/0112 Easement No. 68A Map No. 1752

This indenture, made this 12th day of February 1969, by and between Paul Norden and Wanda Norden, his wife, Contract Sellers; Eugene R. V. Sorg, unmarried, Contract Buyer; Vern D. Sorg, unmarried, Contract Buyer whose address is Rural Route 3 Kendallville, Indiana of the County of Noble State of Indiana

(hereinafter called the "Grantor", whether one or more) and INDIANA & MICHIGAN ELECTRIC COMPANY, an Indiana Corporation authorized to do business in the State of Michigan whose post office address is 2101 Spy Run Ave., Fort Wayne, Indiana, (hereinafter called the "Grantee").

Witnesseth: That for One Dollar (\$1.00) and other good and valuable considerations in hand paid, the receipt of which Grantor hereby acknowledges, Grantor hereby conveys and warrants to Grantee a permanent right of way and easement for electric power line with the right to the Grantee to locate, construct, reconstruct, erect, operate, use, repair, maintain, renew, remove, inspect, patrol, at any and all times, poles, towers or supported structures, conductors and all necessary or useful facilities and equipment with respect to such line for transmitting electric or other energy, including crossarms, wires, cables, guys, anchors, counter-poles, grounding system, and all other appurtenant equipment and fixtures (all of the foregoing being hereinafter called collectively "Grantee's Facilities") in, on, along, over, through and across the following described lands (hereinafter called "Premises") situated in Allen Township, County of Noble, State of Indiana, Section 17, Township 34N, Range 11E more particularly described as follows:

GRS

The South Half of the Southeast Quarter of said Section 17.

RECEIVED FOR RECORD
At 10 o'clock AM and Recorded
in Record 52 Page 465
MAR 10 1969

Claude H. ...
Recorder of Noble County, Ind.

Together with the right to the Grantee: to cut, to control or eliminate by herbicides, and at its option to remove from the Premises or the lands of the Grantor adjoining the same on either side, any trees, overhanging branches, vegetation, obstacles or obstructions which may endanger the safety or interfere with the installation, use, or enjoyment of all or any of Grantee's Facilities; to add to the number of and relocate at any time or times all of Grantee's Facilities; and of ingress and egress to, over and from the Premises and any adjoining lands of Grantor at any and all times for the purposes of exercising and enjoying any and all the rights hereby vested in Grantee.

It is understood and agreed:

1. The location of the route of the easement shall be established by a center line connecting the center points of the poles, towers or supported structures, as constructed on the Premises and/or on adjoining lands.
2. Grantee shall promptly repair or replace all fences, gates, drains and ditches damaged or destroyed by it on the Premises and shall pay Grantor all damages done to crops and livestock on the Premises proximately caused by the construction, operation and maintenance of Grantee's Facilities. Any trees cut will be paid for by Board Measure, using Scribner's Lumber Rules at the market price in vicinity. All claims of Grantor for damages arising under this indenture shall be made at or mailed to the office of Grantee at Fort Wayne, Indiana, within thirty (30) days after such damages shall accrue.
3. Grantee shall pay to Grantor, at or prior to the time when construction of Grantee's Facilities is commenced on the Premises, Fifty Dollars (\$50) for each pole, tower or supported structure to be located thereon.
4. Grantor shall have the right to cultivate or otherwise use the Premises in any way not inconsistent with the easement hereby granted, but no building, structure or obstruction shall be placed by the Grantor under or within 85 feet (measured horizontally) of the centerline of the electric power line.

This instrument was prepared by Don Andrew, Employee of Indiana & Michigan Electric Company on its behalf.

PRELIMINARY TITLE

Book 52 Page 466

3. This indenture contain all the terms and conditions of this easement, express or implied, between the parties hereto and shall be binding upon, and inure to the benefit of, Grantor and Grantee and their respective representatives, heirs, successors, assigns, lessees and licensees.

In Witness Whereof, the said Grantor has hereunto set their hand and seal on the day and year first above written.

Signed, Sealed and Delivered in Presence of

<i>Charles R. Lindemuth, Jr.</i>	<i>Paul Norden</i> Paul Norden
	<i>Wanda Norden</i> Wanda Norden
	<i>Eugene R. V. Sorg</i> Eugene R. V. Sorg
	<i>Vern D. Sorg</i> Vern D. Sorg

STATE OF INDIANA }
 Noble County } ss.
 Before me, Charles R. Lindemuth, Jr., a Notary Public in and for said
 County and State, this 12th day of February, 1969, personally appeared
 the above named Paul Norden and Wanda Norden, his wife; Eugene R. V. Sorg,
unmarried; Vern D. Sorg, unmarried
 and acknowledged the execution of the within instrument.
 IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year
 above written.
Charles R. Lindemuth, Jr.
 Charles R. Lindemuth, Jr. Notary Public.
 My commission expires August 2, 1971.

STATE OF INDIANA }
 County } ss.
 Before me a Notary Public in and for said
 County and State, this day of, 19....., personally appeared
 the above named.....
 and acknowledged the execution of the within instrument.
 IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year
 above written.

 Notary Public.
 My commission expires....., 19.....

STATE OF MICHIGAN }
 COUNTY OF } ss.
 On this day of, 19....., before me personally appeared

 to me known to be the person... described in and who executed the within instrument, and
 acknowledged that.....executed the same as..... free act and deed.

 Notary Public
County, Michigan
 My commission expires....., 19.....

PRELIMINARY TITLE

State of Indiana, County of Noble ss:

Personally appeared before me Eleanor G. Dickson of Edna A. Dickson and acknowledged the execution of the above agreement and being duly sworn upon their oath, stated the facts therein are true, this 21st day of June, 1935.

Witness my hand and official seal.
My Commission expires Oct 7th 1936

James N. Robert
Notary Public

Book 277 Page 186

State of Indiana, County of _____ ss:

Personally appeared before me _____ and acknowledged the execution of the above agreement and being duly sworn upon their oath, stated the facts therein are true, this _____ day of _____, 19 _____.

Witness my hand and official seal.
My Commission expires _____

Notary Public

State of Indiana, County of _____ ss:

Personally appeared before me _____ and acknowledged the execution of the above agreement and being duly sworn upon their oath, stated the facts therein are true, this _____ day of _____, 19 _____.

Witness my hand and official seal.
My Commission expires _____

Notary Public

State of Indiana, County of _____ ss:

Personally appeared before me _____ and acknowledged the execution of the above agreement and being duly sworn upon their oath, stated the facts therein are true, this _____ day of _____, 19 _____.

Witness my hand and official seal.
My Commission expires _____

Notary Public

The undersigned owner of a mortgage and/or lien on the land out of which the right of way described in the attached grant, is conveyed hereby releases from said mortgage and/or lien said granted right of way, and do hereby consent to the payment of the consideration therefor as directed in said grant, this

25th day of November, 1935

(Seal) _____
L. A. Skene - Ass't Secretary
State of Kentucky
County of Jefferson ss:

THE FEDERAL LAND BANK OF LOUISVILLE (Seal)
Con. Myron Spigg
VICE-PRESIDENT (Seal)

Personally appeared before me Myron Spigg - Vice President
L. A. Skene - Ass't Secretary above named and duly acknowledged the execution of the above release the 25th day of November, 1935

Witness my hand and official seal.
My Commission expires _____



PROPERTY PHOTOS















AUCTION MANAGERS:

Daniel Days • 260.233.1401

#RB22000867

Dean Rummel • 260.343.8511

#RB14052473, #AU08801377



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