

Southeast Indiana - Near Aurora - Dearborn County

LAND AUCTION

Cropland - Woodland - Farmhouse, Barns, Bin & Cabin
Great Hunting & Recreation Opportunity

INFORMATION BOOK

- 180.7± USDA Cropland
- 2025-2026 Hunting Rights at Closing
- 2026 Crop Rights Conveyed
- Nice Remodeled 2169 Sq. Ft. 2-Story Home
- Laughery Creek Frontage w/ Access to Ohio River
- Combination of Investment & Recreation Farm
- Tax Exchange Potential • Municipal Water
- Good Access to Hwy 56 & Hwy 50
- New Sukup 24,000 bu Bin & Remodeled Barn
- Great 960 Sq. Ft. Vacation Cabin w/ 2-Car Garage

Tracts 1-3



Wednesday,
September 24 • 6pm

238±
acres

Offered in 7 Tracts or Combinations

DISCLAIMER:

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

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

SELLER: David C. Flaig & Patricia M. Flaig



SCHRADER REAL ESTATE & AUCTION CO., INC.
950 N. Liberty Dr., Columbia City, IN 46725
260-244-7606 or 800-451-2709
SchraderAuction.com

TERMS & CONDITIONS:

PROCEDURE: The property will be offered in 7 individual tracts, any combination of tracts (Subject to "Swing" Tract Limitations) & as a total 238± 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: 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; cashier's check, personal check or corporate check. Your bidding is not conditional upon financing, so be sure you have arranged financing, if needed & are capable of paying cash at closing.

ACCEPTANCE OF BID PRICES: 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 Warranty Deed.

CLOSING: The targeted closing date will be on or before November 15, 2025.

The balance of the real estate purchase price is due at closing.

POSSESSION: At closing. 2026 crop rights, timber rights & hunting rights to be conveyed.

REAL ESTATE TAXES: Seller to pay 2025 taxes payable 2026 to be credited to Buyer(s) at closing. 2025 taxes estimated at \$14,378.32/yr.

ACREAGE: All boundaries are approximate & 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) & 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 & surveyed acreage's.

FSA INFORMATION: Farm #276, #2946 & #3760. Total cropland 180.72 acres.

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

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

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

STOCK PHOTOGRAPHY: Stock photos may have been used in this brochure. Photos are for illustrative purposes only.

DISCLAIMER & ABSENCE OF WARRANTIES: All information contained in this brochure & all related materials are subject to the Terms & Conditions outlined in the Purchase Agreement. The property is being sold on "AS IS, WHERE IS" basis, & 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, & 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 & increments of bidding are at the direction & discretion of the Auctioneer. The Sellers & 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.**

AUCTION MANAGERS: Steve Slonaker • 765.969.1697 (cell) #RB14008107, #AU19300120
& Andy Walther • 765.969.0401 (cell) #RB14008107, #AU19300120

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

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TRACT 3



REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

WEDNESDAY, SEPTEMBER 24, 2025

238± ACRES – DEARBORN 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, September 17, 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
238± Acres • Dearborn County, Indiana
Wednesday, September 24, 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, September 24, 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, September 17, 2025**. Send your deposit and return this form via fax or email to: **260-244-4431 or auctions@schraderauction.com**.

I understand and agree to the above statements.

Registered Bidder's signature

Date

Printed Name

This document must be completed in full.

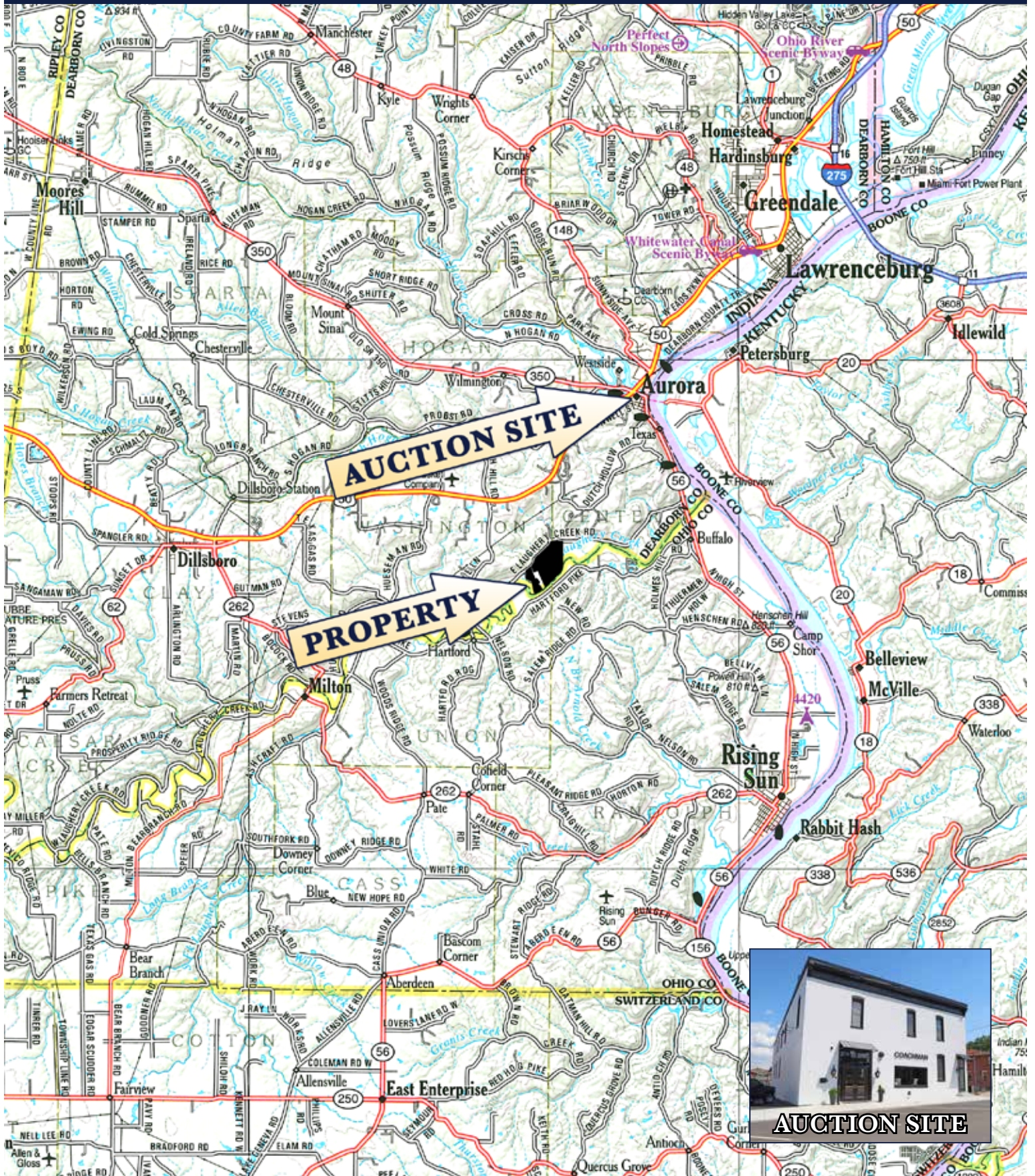
Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

E-mail address of registered bidder: _____

Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to: kevin@schraderauction.com or call Kevin Jordan at 260-244-7606.

LOCATION & TRACT MAPS

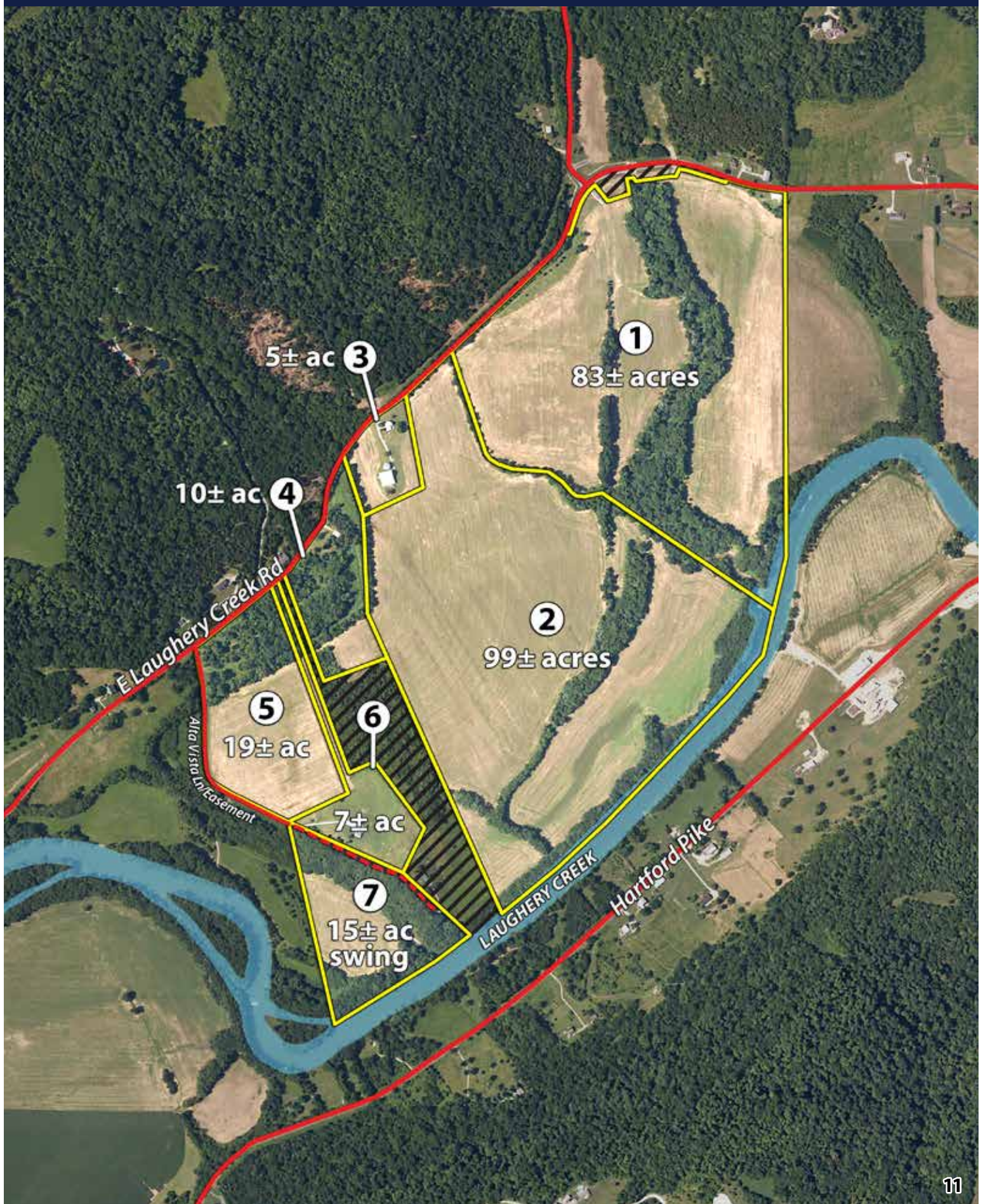
LOCATION MAP



AUCTION SITE: The Coachman Hall, 215 Bridgeway St, Aurora, IN 47001. Downtown Aurora. 3 blocks off Hwy 56.

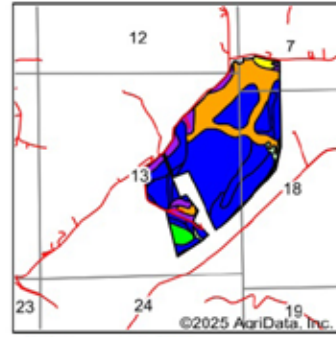
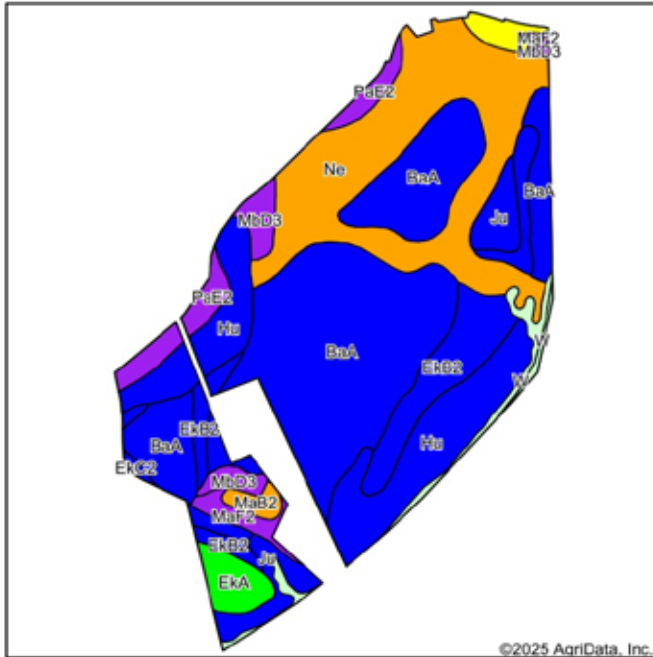
PROPERTY LOCATION: 6283 E Laughery Creek Rd, Aurora, IN 47001. 3 miles southwest from Aurora. From Aurora, travel south on Hwy 56 to Laughery Creek Rd. Continue for about 3.5 miles to property on the south side.

TRACT MAPS - TRACT 1



SOIL & TOPOGRAPHY MAPS

SOIL MAP



State: **Indiana**
 County: **Dearborn**
 Location: **13-4N-2W**
 Township: **Washington**
 Acres: **239.04**
 Date: **5/15/2025**



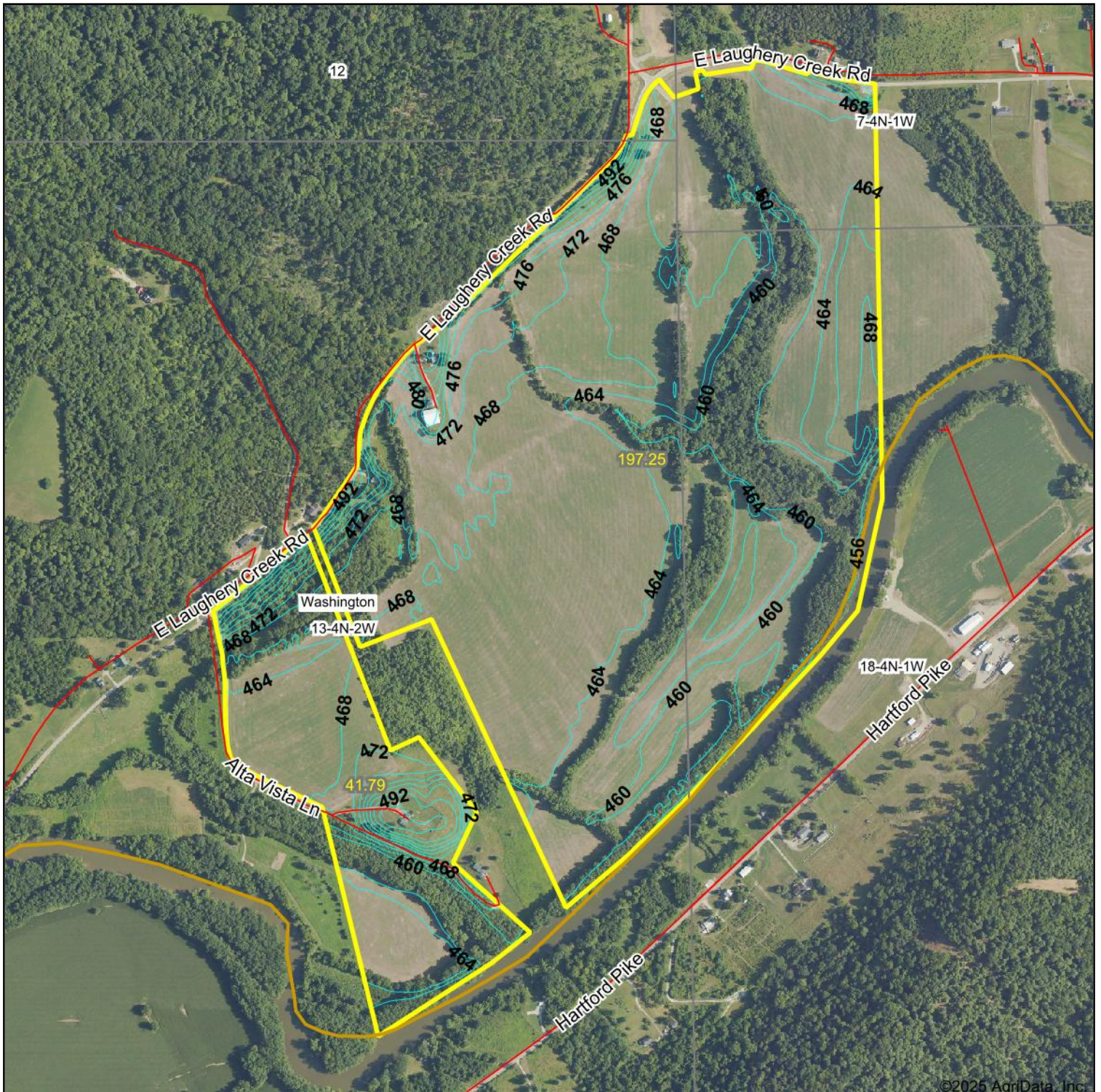
Soils data provided by USDA and NRCS.

Area Symbol: IN029, Soil Area Version: 26
 Area Symbol: IN115, Soil Area Version: 23

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Alfalfa hay Tons	Burley tobacco Lbs	Corn Bu	Grass legume hay Tons	Pasture AUM	Soybeans Bu	Tobacco Lbs	Winter wheat Bu	
BaA	Bartle silt loam, 0 to 3 percent slopes	86.63	36.3%		Ilw			137	5	9	46	2558	61	
Ne	Newark silt loam, 0 to 2 percent slopes, frequently flooded	52.69	22.0%		Illw		2438	120	4	8	47			
Hu	Huntington silt loam, 0 to 2 percent slopes, frequently flooded	34.71	14.5%		Ilw			149	5	10	55			
EKB2	Elkinsville silt loam, 2 to 6 percent slopes, eroded	17.69	7.4%		Ile	7		145	5	10	51	3500	58	
Ju	Jules silt loam, frequently flooded	9.62	4.0%		Ilw			120			42			
PaE2	Pate silty clay loam, 18 to 25 percent slopes, eroded	8.12	3.4%		Vle				3	5				
MbD3	Markland silty clay loam, 6 to 18 percent slopes, severely eroded	5.64	2.4%		Vile			90	3	6	32		38	
EKA	Elkinsville silt loam, 0 to 2 percent slopes, rarely flooded	5.36	2.2%		Is			148	5	10	52		60	
EKC2	Elkinsville silt loam, 6 to 12 percent slopes, eroded	4.98	2.1%		Ile	7		135	5	9	47	3500	54	
W	Water	4.55	1.9%											
MaF2	Markland silt loam, 18 to 35 percent slopes, eroded	3.26	1.4%		Vile									
PaD2	Pate silty clay loam, 12 to 18 percent slopes, eroded	2.91	1.2%		Ive			90	3	6	32		36	
MaB2	Markland silt loam, 2 to 12 percent slopes, eroded	2.10	0.9%		Ille	6		120			42		48	
W	Water	0.78	0.3%											
Weighted Average						*-	0.7	537.4	123.7	4.2	8	44.1	1259	30.6

*- Non Irr Class weighted average cannot be calculated on the current soils data due to missing data.

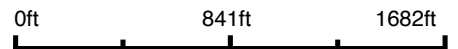
TOPOGRAPHY CONTOURS MAP



©2025 AgriData, Inc.



Source: USGS 10 meter dem
 Interval(ft): 4.0
 Min: 455.7
 Max: 501.5
 Range: 45.8
 Average: 465.9
 Standard Deviation: 6.96 ft



5/15/2025

13-4N-2W
 Dearborn County
 Indiana



© AgriData, Inc. 2023 www.AgriDataInc.com

Boundary Center: 39° 0' 44.18, -84° 55' 58.36

FSA INFORMATION

FSA INFORMATION

INDIANA
DEARBORN



United States Department of Agriculture
Farm Service Agency

FARM : 3760

Prepared : 6/4/25 8.06 AM CST

Form: FSA-156EZ

Crop Year : 2025

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

Operator Name : DAVID FLAIG
CRP Contract Number(s) : None
Recon ID : 18-029-2008-53
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
108.74	92.61	92.61	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	92.61	0.00		0.00	0.00	0.00	0.00	

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	SOYBN	CORN

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	50.90	0.00	86	
Soybeans	37.70	0.00	27	
TOTAL	88.60	0.00		

NOTES

Tract Number : 10756
Description : F12/1A
FSA Physical Location : INDIANA/DEARBORN
ANSI Physical Location : INDIANA/DEARBORN
BIA Unit Range Number :
HEL Status : HEL determinations not completed for all fields on the tract
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : DAVID FLAIG, PATRICIA M FLAIG
Other Producers : None
Recon ID : 18-029-2008-62

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
108.74	92.61	92.61	0.00	0.00	0.00	0.00	0.0

FSA INFORMATION

INDIANA
DEARBORN



United States Department of Agriculture
Farm Service Agency

Form: FSA-156EZ

See Page 3 for non-discriminatory Statements.

Abbreviated 156 Farm Record

FARM : 276

Prepared : 6/4/25 8:05 AM CST

Crop Year : 2025

Operator Name : DAVID FLAIG
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
84.91	56.84	56.84	0.00	0.00	0.00	0.00	0.0	Active	2
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD	
0.00	0.00	56.84	0.00		0.00	0.00	0.00	0.00	

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	SOYBN	CORN

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	11.60	0.00	93	
Soybeans	28.80	0.00	27	
TOTAL	40.40	0.00		

NOTES

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Tract Number : 2050

Description : F11L/1B SEC18,T4N,R1W
FSA Physical Location : INDIANA/DEARBORN
ANSI Physical Location : INDIANA/DEARBORN
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : DAVID FLAIG, PATRICIA M FLAIG
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
45.52	29.63	29.63	0.00	0.00	0.00	0.00	0.0

FSA INFORMATION

INDIANA
DEARBORN
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 276
Prepared : 6/4/25 8:05 AM CST
Crop Year : 2025

Tract 2050 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	29.63	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	5.00	0.00	93
Soybeans	15.50	0.00	27
TOTAL	20.50	0.00	

NOTES

Tract Number : 2057

Description : F11L/1B SEC18,T4N,R1W
FSA Physical Location : INDIANA/DEARBORN
ANSI Physical Location : INDIANA/DEARBORN
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : PATRICIA M FLAIG, DAVID FLAIG
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
39.39	27.21	27.21	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	27.21	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	6.60	0.00	93
Soybeans	13.30	0.00	27
TOTAL	19.90	0.00	

NOTES

FSA INFORMATION

INDIANA
DEARBORN



United States Department of Agriculture
Farm Service Agency

FARM : 2946

Prepared : 6/4/25 8:06 AM CST

Form: FSA-156EZ

Crop Year : 2025

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

Operator Name : DAVID FLAIG
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
46.51	31.13	31.13	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	31.13	0.00		0.00	0.00	0.00	0.00	

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	None	None

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
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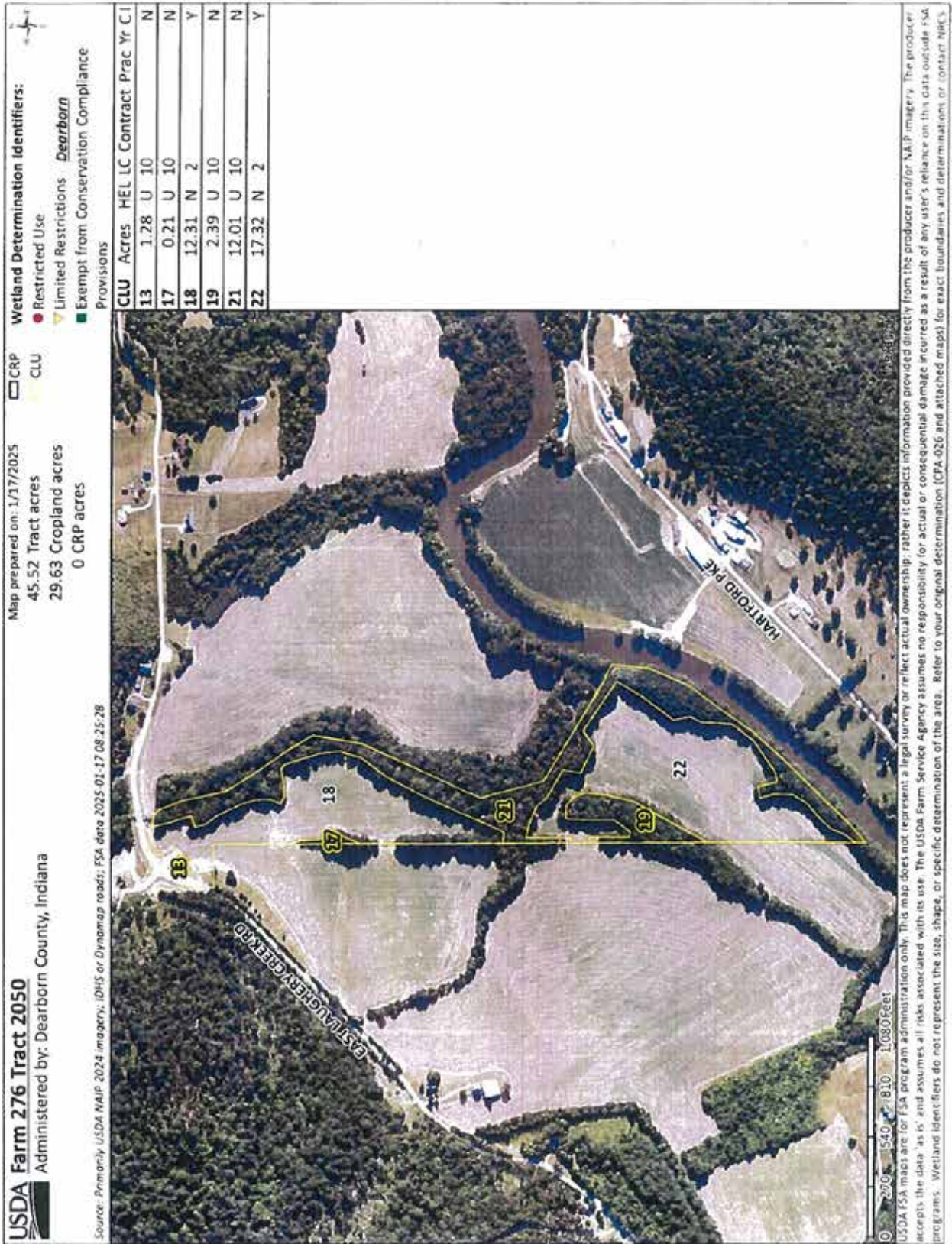
NOTES

Tract Number : 9977
Description : F12/1A SEC 13,T4N,R2W
FSA Physical Location : INDIANA/DEARBORN
ANSI Physical Location : INDIANA/DEARBORN
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 : PATRICIA M FLAIG, DAVID FLAIG
Other Producers : None
Recon ID : None

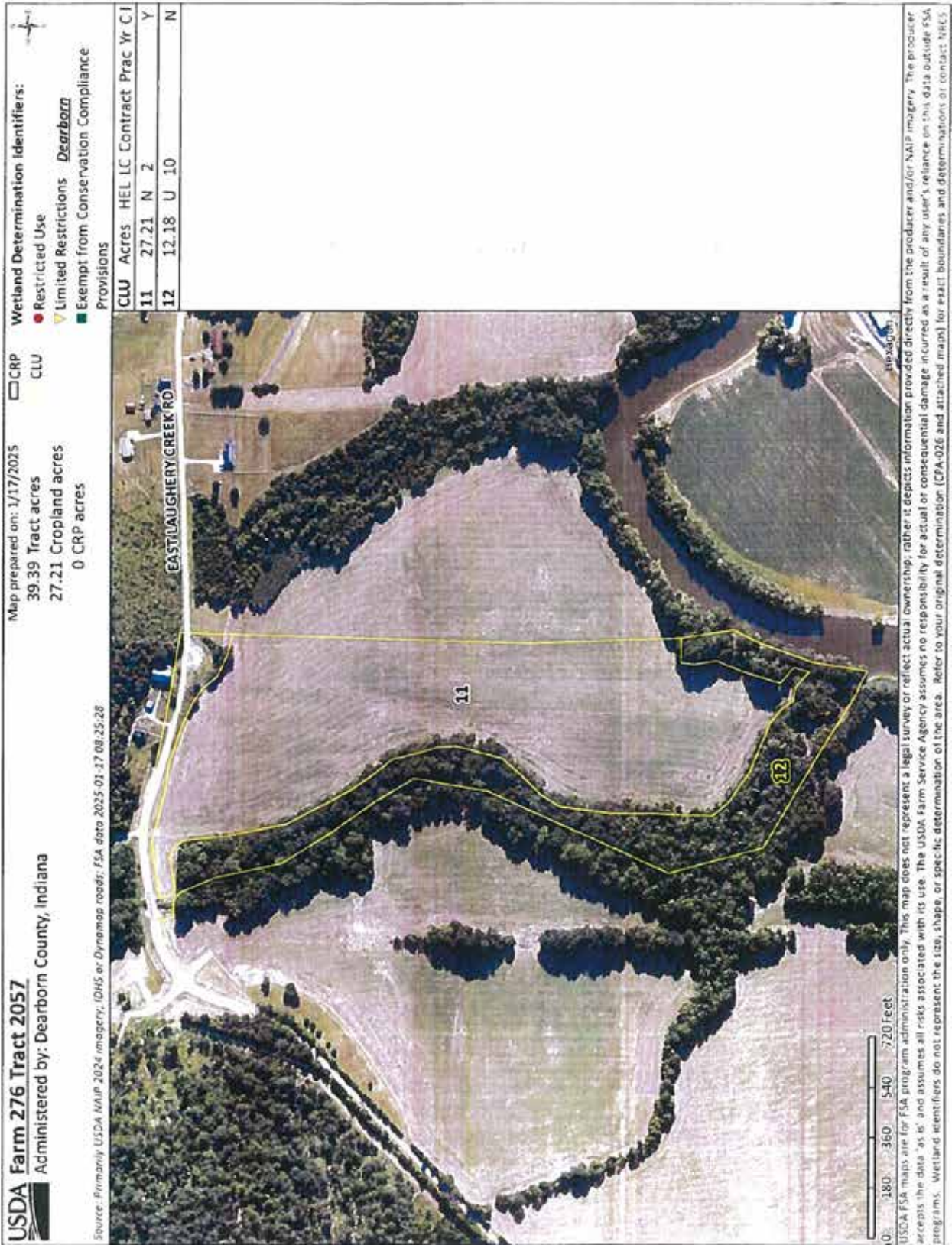
Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
46.51	31.13	31.13	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	31.13	0.00	0.00	0.00	0.00	0.00

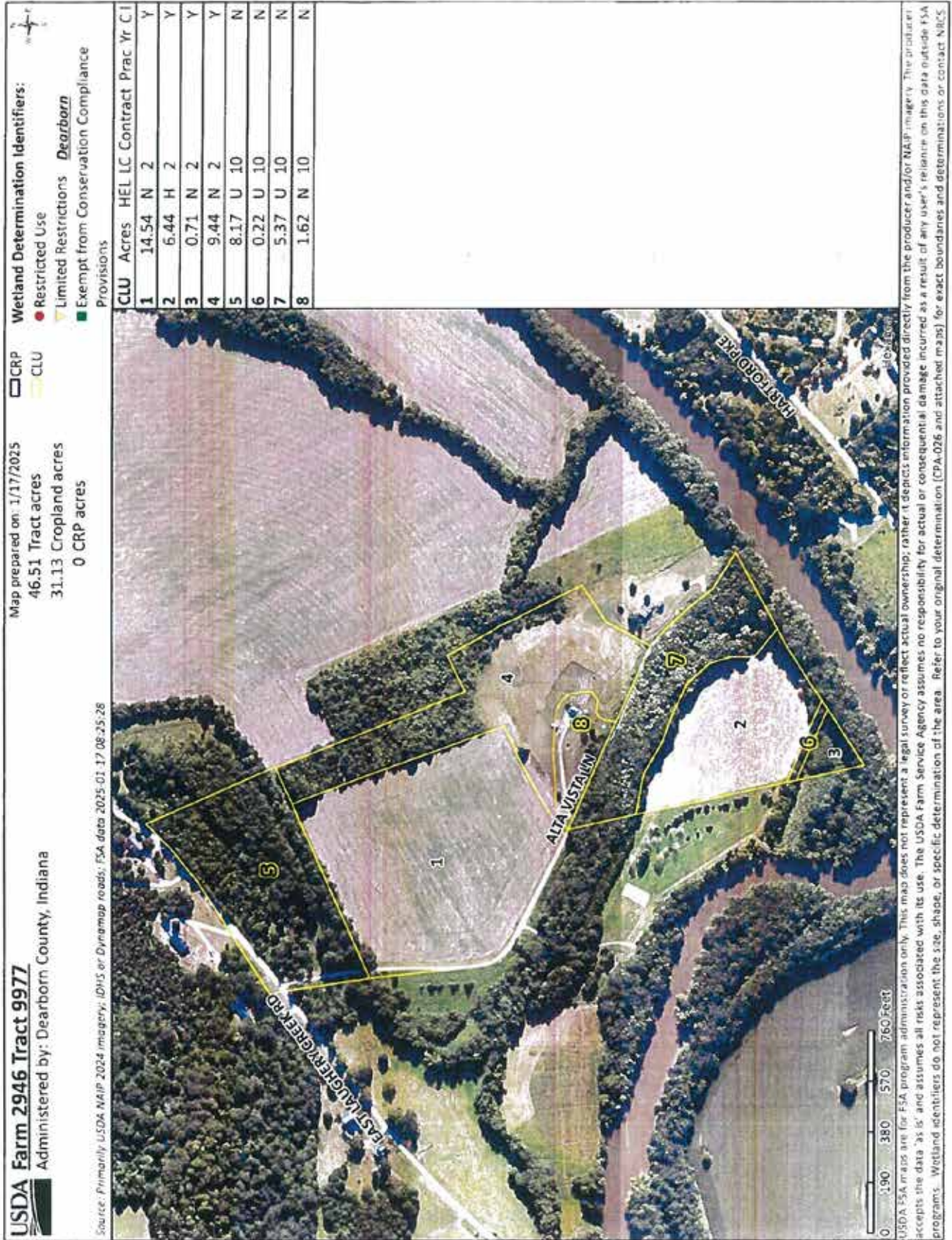
FSA INFORMATION



FSA INFORMATION



FSA INFORMATION



ESTIMATED TAXES

ESTIMATED TAXES

Flaig Farm Estimated Taxes

Auction 9/24/25

<u>Auction Tract</u>	<u>Acres</u>	<u>Est. Annual Tax</u>	
1	83	\$3,080	
2	99	\$5,182	
3	5	\$2,750	Buildings
4	10	\$548	Buildings
5	19	\$651	
6	7	\$1,597	Buildings
7	15	\$270	
		\$14,378	(\$34 to \$51/acre) Range

*Estimate taken from 2025 tax parcels statements and are not warranted by Schrader Real Estate and Auction Co. or owners. Mortgage or homestead exceptions not included. Tax parcels are not the same as auction tracts except Tract 4.

SEPTIC REPORT

SEPTIC REPORT

MIKE GUNTER EXCAVATING, LLC

12697 N CO RD 400 E

BATESVILLE, IN. 47006

HOME:812-933-1129

CELL:812-212-1486

mikegunter1129@gmail.com

Track #3 is 5 acres with existing house. I found a new septic site in front of the house, 72x14 ATL System. If soil works out well, it will make a good site for a new septic system with a good outlet for a perimeter drain.

Track #4 with a red pole barn and 10 acres. I found a new septic site for a 3-bedroom home in front yard as flagged, 72x14 ATL System with a perimeter drain outlet. If soil works out well, it should be a good septic site.

Thanks,

Mike

DISCLOSURES

DISCLOSURES

6283 E. Laughery Rd., Aurora, IN

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (Initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (Initial)

(f) PSS Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>D.C. 7</u> Seller	<u>5/27/25</u> Date	<u>Patricia Haig</u> Seller	<u>5/27/25</u> Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
<u>[Signature]</u> Agent	<u>5/27/25</u> Date	_____ Agent	_____ Date

DISCLOSURES



SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

State Form 46234 (R6 / 6-14)

Date (month, day, year)

5/31/25

NOTE: This form has been modified from the version currently found at 876 IAC 9-1-2 to include questions regarding disclosure of contamination related to controlled substances or methamphetamine as required by P.L. 180-2014. Rule revisions will be made to 876 IAC 9-1-2 to include these changes in the near future, however the Commission has made this information available now through this updated form.

Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT ACTUAL KNOWLEDGE as of the above date. The prospective buyer and the owner may wish to obtain professional advice or inspections of the property and provide for appropriate provisions in a contract between them concerning any advice, inspections, defects, or warranties obtained on the property. The representations in this form are the representations of the owner and are not the representations of the agent, if any. This information is for disclosure only and is not intended to be a part of any contract between the buyer and the owner. Indiana law (IC 32-21-5) generally requires sellers of 1-4 unit residential property to complete this form regarding the known physical condition of the property. An owner must complete and sign the disclosure form and submit the form to a prospective buyer before an offer is accepted for the sale of the real estate.

Property address (number and street, city, state, and ZIP code)

6283 E LAUGHERY RD AVONDALE IN

1. The following are in the condition(s) indicated.

A. APPLIANCES	None/Not Included/Rented	Defective	Not Defective	Do Not Know	C. WATER & SEWER SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know	
Built-in Vacuum System	X				Cistern	X				
Clothes Dryer			X		Septic Field / Bed			X		
Clothes Washer			X		Hot Tub	X				
Dishwasher			X		Plumbing			X		
Disposal	X				Aerator System	X				
Freezer	X				Sump Pump	X				
Gas Grill	X				Irrigation Systems	X				
Hood	X				Water Heater / Electric			X		
Microwave Oven			X		Water Heater / Gas	X				
Oven			X		Water Heater / Solar	X				
Range			X		Water Purifier	X				
Refrigerator			X		Water Softener	X				
Room Air Conditioner(s)	X				Well	X				
Trash Compactor	X				Septic & Holding Tank/Septic Mound	X				
TV Antenna / Dish	X				Geothermal and Heat Pump	X				
Other:					Other Sewer System (Explain)	X				
					Swimming Pool & Pool Equipment	X				
								Yes	No	Do Not Know
					Are the structures connected to a public water system?			X		
					Are the structures connected to a public sewer system?				X	
					Are there any additions that may require improvements to the sewage disposal system?				X	
					If yes, have the improvements been completed on the sewage disposal system?				X	
					Are the improvements connected to a private/community water system?				X	
					Are the improvements connected to a private/community sewer system?				X	
B. ELECTRICAL SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know	D. HEATING & COOLING SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know	
Air Purifier	X				Attic Fan	X				
Burglar Alarm	X				Central Air Conditioning			X		
Ceiling Fan(s)			X		Hot Water Heat	X				
Garage Door Opener / Controls	X				Furnace Heat / Gas			X		
Inside Telephone Wiring and Blocks / Jacks			X		Furnace Heat / Electric	X				
Intercom	X				Solar House-Heating	X				
Light Fixtures			X		Woodburning Stove	X				
Sauna	X				Fireplace	X				
Smoke / Fire Alarm(s)			X		Fireplace Insert	X				
Switches and Outlets			X		Air Cleaner	X				
Vent Fan(s)	X				Humidifier	X				
60 / 100 / 200 Amp Service (Circle one)			X		Propane Tank			X		
Generator	X				Other Heating Source	X				

NOTE: "Defect" means a condition that would have a significant adverse effect on the value of the property, that would significantly impair the health or safety of future occupants of the property, or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller <i>John Felt</i>	Date (mm/dd/yy) 5-31-25	Signature of Buyer	Date (mm/dd/yy)
Signature of Seller <i>Patricia Haig</i>	Date (mm/dd/yy) 5/31/25	Signature of Buyer	Date (mm/dd/yy)
The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.			
Signature of Seller (at closing)	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)

DISCLOSURES

Property address (number and street, city, state, and ZIP code)				6283 E. Laughery Creek Rd.					
2. ROOF		YES	NO	DO NOT KNOW	4. OTHER DISCLOSURES		YES	NO	DO NOT KNOW
Age, if known: <u>2</u> Years.		X			Do structures have aluminum wiring?				X
Does the roof leak?			X		Are there any foundation problems with the structures?			X	
Is there present damage to the roof?			X		Are there any encroachments?				X
Is there more than one layer of shingles on the house?			X		Are there any violations of zoning, building codes, or restrictive covenants?			X	
If yes, how many layers? _____			X		Is the present use a non-conforming use? Explain:			X	
3. HAZARDOUS CONDITIONS		YES	NO	DO NOT KNOW	Is the access to your property via a private road?			X	
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?				X	Is the access to your property via a public road?		X		
Is there contamination caused by the manufacture of a controlled substance on the property that has not been certified as decontaminated by an inspector approved under IC 13-14-1-15?				X	Is the access to your property via an easement?			X	
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?				X	Have you received any notices by any governmental or quasi-governmental agencies affecting this property?			X	
Explain:					Are there any structural problems with the building?			X	
E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS: (Use additional pages, if necessary)					Have any substantial additions or alterations been made without a required building permit?			X	
					Are there moisture and/or water problems in the basement, crawi space area, or any other area?			X	
					Is there any damage due to wind, flood, termites or rodents?			X	
					Have any structures been treated for wood destroying insects?			X	
					Are the furnace/woodstove/chimney/flue all in working order?		X		
					Is the property in a flood plain?			X	
					Do you currently pay flood insurance?			X	
					Does the property contain underground storage tank(s)?			X	
					Is the homeowner a licensed real estate salesperson or broker?			X	
					Is there any threatened or existing litigation regarding the property?			X	
					Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?			X	
					Is the property located within one (1) mile of an airport?			X	
The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.									
Signature of Seller		Date (mm/dd/yy)		Signature of Buyer		Date (mm/dd/yy)			
<i>[Signature]</i>		5-31-25							
Signature of Seller		Date (mm/dd/yy)		Signature of Buyer		Date (mm/dd/yy)			
<i>Patricia Gray</i>		3/31/25							
The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.									
Signature of Seller (at closing)		Date (mm/dd/yy)		Signature of Seller (at closing)		Date (mm/dd/yy)			

DISCLOSURES

Property address (number and street, city, state, and ZIP code) 9328 Alta Vista Ln.

2. ROOF	YES	NO	DO NOT KNOW
Age, if known: <u>?</u> Years.	<input checked="" type="checkbox"/>		
Does the roof leak?		<input checked="" type="checkbox"/>	
Is there present damage to the roof?		<input checked="" type="checkbox"/>	
Is there more than one layer of shingles on the house?		<input checked="" type="checkbox"/>	
If yes, how many layers? _____		<input checked="" type="checkbox"/>	
3. HAZARDOUS CONDITIONS	YES	NO	DO NOT KNOW
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?		<input checked="" type="checkbox"/>	
Is there contamination caused by the manufacture of a controlled substance on the property that has not been certified as decontaminated by an inspector approved under IC 13-14-1-15?		<input checked="" type="checkbox"/>	
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?		<input checked="" type="checkbox"/>	
Explain:			
E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS: (Use additional pages, if necessary)			

4. OTHER DISCLOSURES	YES	NO	DO NOT KNOW
Do structures have aluminum wiring?		<input checked="" type="checkbox"/>	
Are there any foundation problems with the structures?		<input checked="" type="checkbox"/>	
Are there any encroachments?		<input checked="" type="checkbox"/>	
Are there any violations of zoning, building codes, or restrictive covenants?		<input checked="" type="checkbox"/>	
Is the present use a non-conforming use? Explain:		<input checked="" type="checkbox"/>	
Is the access to your property via a private road?		<input checked="" type="checkbox"/>	
Is the access to your property via a public road?	<input checked="" type="checkbox"/>		
Is the access to your property via an easement?		<input checked="" type="checkbox"/>	
Have you received any notices by any governmental or quasi-governmental agencies affecting this property?		<input checked="" type="checkbox"/>	
Are there any structural problems with the building?		<input checked="" type="checkbox"/>	
Have any substantial additions or alterations been made without a required building permit?		<input checked="" type="checkbox"/>	
Are there moisture and/or water problems in the basement, crawl space area, or any other area?		<input checked="" type="checkbox"/>	
Is there any damage due to wind, flood, termites or rodents?		<input checked="" type="checkbox"/>	
Have any structures been treated for wood destroying insects?		<input checked="" type="checkbox"/>	
Are the furnace/woodstove/chimney/flue all in working order?	<input checked="" type="checkbox"/>		
Is the property in a flood plain?	<input checked="" type="checkbox"/>		
Do you currently pay flood insurance?	<input checked="" type="checkbox"/>		
Does the property contain underground storage tank(s)?		<input checked="" type="checkbox"/>	
Is the homeowner a licensed real estate salesperson or broker?		<input checked="" type="checkbox"/>	
Is there any threatened or existing litigation regarding the property?		<input checked="" type="checkbox"/>	
Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?		<input checked="" type="checkbox"/>	
Is the property located within one (1) mile of an airport?		<input checked="" type="checkbox"/>	

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller <i>[Signature]</i>	Date (mm/dd/yy) 	Signature of Buyer 	Date (mm/dd/yy)
Signature of Seller <i>[Signature]</i>	Date (mm/dd/yy) 5-31-25	Signature of Buyer 	Date (mm/dd/yy)

The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.

Signature of Seller (at closing)	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)
----------------------------------	-----------------	----------------------------------	-----------------

PRELIMINARY TITLE

PRELIMINARY TITLE



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I – Requirements have not been met within 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.
- 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 First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



PRELIMINARY TITLE

- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I – Requirements;
 - f. Schedule B, Part II – Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
 - a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I – Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
 - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
 - a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

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

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

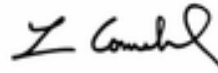
American Land Title Association

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

FIRST AMERICAN TITLE INSURANCE COMPANY
1 First American Way, Santa Ana, CA 92707



By: _____
Sally F. Tyler, President



By: _____
Lisa W. Cornehl, Secretary

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

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PRELIMINARY TITLE

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: Dearborn Title Insurance, Inc.
Issuing Office: 210 W. High St.
Lawrenceburg, IN 47025
Issuing Office's ALTA® Registry ID: 0005273
Loan ID Number:
Commitment Number: 2025-276
Issuing Office File Number: 2025-276
Property Address: 6283 E Laughery Creek Rd & 9328 Alta Vista Ln, Aurora, IN 47001
Revision Number:

SCHEDULE A

1. Commitment Date: June 16, 2025 at 8:30 AM
2. Policy to be issued:
 - (a) 2021 ALTA Owner's Policy
Proposed Insured: **TBD**
Proposed Amount of Insurance: **\$**
The estate or interest to be insured: **fee simple**
 - (b) 2021 ALTA Loan Policy
Proposed Insured:
Proposed Amount of Insurance: **\$0**
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:
David C. Flaig and Patricia M. Flaig, husband and wife
5. The land is described as follows:
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

DEARBORN TITLE INSURANCE, INC.
210 W. High St., Lawrenceburg, IN 47025
Telephone: (812) 537-3844

FIRST AMERICAN TITLE INSURANCE COMPANY
1 First American Way, Santa Ana, CA 92707

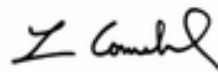
Countersigned by:



Ruthann E. M. Stenger, License #711864
Dearborn Title Insurance, Inc., License #1805620



By: _____
Sally F. Tyler, President



By: _____
Lisa W. Cornehl, Secretary

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

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PRELIMINARY TITLE

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. You must file a Disclosure of Sales Information forms prescribed by the State Board of Tax Commissioners pursuant to 1.C. 6-1.1-5.5. The disclosure form must be filed with the county auditor's office prior to recording.
6. You should contact the local municipality to obtain information regarding unpaid sewer and/or municipal assessments that are not a recorded lien against the land. We are not responsible for collecting at closing such unpaid assessments unless otherwise instructed.
7. This commitment is not effective until you provide us with the name of the Proposed Insured(s) and the Policy amount(s). We limit our liability to \$250.00 until you provide us with the Policy Amount(s).
8. Vendor's and/or Mortgagor's Affidavits to be executed at the closing.
9. Deed from David C. Flaig and Patricia M. Flaig, husband and wife to TBD to be executed at closing and recorded.
10. Release of existing mortgages.
11. Payment of real estate taxes per contract.
12. Effective July 1, 2009, HEA 1374 (enacting Indiana Code 27-7-3-7) requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of \$10,000 or more must be in the form of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000 may be in the form of an irrevocable wire transfer, cashiers check, certified check, check drawn on the escrow account of another closing agent, or check drawn on the trust account of a licensed real estate broker. Personal checks may be accepted provided the amount does not exceed \$500.
13. By Virtue of IC 27-7-3.6, a fee of \$5 will be collected from the purchaser of the policy for each policy issued in conjunction with closings occurring on or after July 1, 2006.
14. Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmation statement: "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name)." See Indiana Code 36-2-11-15.
15. Note: Effective July 1, 2013, Senate Enrolled Act 370 (P.L. 80-2013) requires title insurance companies to charge a fee for closing protection letters in real estate transactions in which the title insurance company or its authorized agent acts as the settlement agent. In a residential transaction, the closing protection letters are mandatory and

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must be issued to each party. Insurance Company's fee for closing protection letters is \$25 for a seller's letter, \$25 for a buyer's or borrower's letter and \$25 for a lender's letter.

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SCHEDULE B, PART II – Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping in improvements.
3. Any facts, rights, interests or claims which are not shown by the Public Record but which could be ascertained by an accurate survey of the Land or by making inquiry of persons in possession of the Land.
4. Easements, liens or encumbrances or claims thereof, which are not shown by the Public Records.
5. Any lien, or right to a lien for services, labor or material imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the public record.
7. Mineral or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted, or reserved.

PROPERTY 1

8. Taxes for the year 2024, due and payable in 2025, Washington Township; Computer No. 023-000451-00; Map No. 15-11-13-900-002.000-023, Assessed value: Land: \$259,700; Improvements: \$135,600; Exemption: None; May Installment \$3,966.38, paid; November Installment \$3,955.38, unpaid, \$11.00, paid.

The 2025 taxes are a lien of an undetermined amount but will not be due and payable until May and November 2026.

PROPERTY 2

9. Taxes for the year 2024, due and payable in 2025, Washington Township; Computer No. 023-000443-00; Map No. 15-11-12-400-085.000-023, Assessed value: Land: \$900; Improvements: None; Exemption: None; Annual Installment \$18.00, paid.

Taxes for the year 2024, due and payable in 2025, Center Township; Computer No. 002-000154-00; Map No. 15-12-07-300-148.000-002, Assessed value: Land: \$31,700; Improvements: None; Exemption: None; May Installment \$317.00, paid; November Installment \$317.00, unpaid.

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Taxes for the year 2024, due and payable in 2025, Center Township; Computer No. 002-000199-00; Map No. 15-12-18-200-001.000-002, Assessed value: Land: \$99,300; Improvements: None; Exemption: None; May Installment \$993.00, paid; November Installment \$993.00, unpaid.

The 2025 taxes are a lien of an undetermined amount but will not be due and payable until May and November 2026.

PROPERTY 3

10. Taxes for the year 2024, due and payable in 2025, Washington Township; Computer No. 023-000452-02; Map No. 15-11-13-800-004.008-023, Assessed value: Land: \$64,100; Improvements: \$78,500; Exemption: None; May Installment \$1,426.00, paid; November Installment \$1,426.00, unpaid.

Taxes for the year 2024, due and payable in 2025, Washington Township; Computer No. 023-000452-00; Map No. 15-11-13-800-004.000-023, Assessed value: Land: \$13,200; Improvements: None; Exemption: None; May Installment \$132.00, paid; November Installment \$132.00, unpaid.

The 2025 taxes are a lien of an undetermined amount but will not be due and payable until May and November 2026.

PROPERTY 4

11. Taxes for the year 2024, due and payable in 2025, Washington Township; Computer No. 023-000452-05; Map No. 15-11-13-800-004.011-023, Assessed value: Land: \$21,000; Improvements: \$4,900; Exemption: None; May Installment \$261.41, paid; November Installment \$261.41, unpaid.

The 2025 taxes are a lien of an undetermined amount but will not be due and payable until May and November 2026.

ADDITIONAL EXCEPTIONS SHOWN WITH PROPERTY NOTES

12. A mortgage dated 02/18/2011, recorded 02/28/2011, in Instrument No. 2011001803, in the Recorder's records of Dearborn County, Indiana, which mortgage is from David C. Flaig and Patricia M. Flaig, husband and wife as mortgagors, securing a promissory note in the principal amount of \$239,000.00, payable to the order of Farm Credit Services of Mid-America, FLCA. [2011001803 Mort](#)

NOTE: This is on Property 1 and Property 4 only.

NOTE: The lender should be contacted for further information concerning this loan.

13. A mortgage dated 01/13/2016, recorded 02/03/2016, in Instrument No. 2016000660, in the Recorder's records of Dearborn County, Indiana, which mortgage is from David C. Flaig and Patricia M. Flaig, husband and wife as mortgagors, securing a promissory note in the principal amount of \$258,037.75, payable to the order of Farm Credit Mid-America, FLCA. [2016000660 Mort](#)

NOTE: This is on Property 1, Property 2 and Property 4 only.

NOTE: The lender should be contacted for further information concerning this loan.

14. A mortgage dated 01/13/2015, recorded 02/03/2016, in Instrument No. 2016000661, in the Recorder's records of

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PRELIMINARY TITLE

Dearborn County, Indiana, which mortgage is from David C. Flaig and Patricia M. Flaig, husband and wife as mortgagors, securing a promissory note in the principal amount of \$239,000.00, payable to the order of Farm Credit Mid-America, FLCA. [2016000661 Mort](#)

NOTE: This is on Property 2 only.

NOTE: The lender should be contacted for further information concerning this loan.

15. A mortgage dated 01/13/2016, recorded 02/03/2016, in Instrument No. 2016000662, in the Recorder's records of Dearborn County, Indiana, which mortgage is from David C. Flaig and Patricia M. Flaig, husband and wife as mortgagors, securing a promissory note in the principal amount of \$120,258.00, payable to the order of Farm Credit Mid-American, PCA. [2016000662 Mort](#)

NOTE: This is on Property 1, Property 2 and Property 4 only.

NOTE: The lender should be contacted for further information concerning this loan.

16. NOTE: The above mortgage is subordinated by a Subordination Agreement dated 12/11/2017 and recorded in Instrument No. 2017008203 of the Recorder's records of Dearborn County. [2017008203 Sub](#)

17. NOTE: The above mortgage is subordinated by a Subordination Agreement dated 12/11/2017 and recorded in Instrument No. 2017008204 of the Recorder's records of Dearborn County. [2017008204 Sub](#)

18. NOTE: The above mortgage is subordinated by a Subordination Agreement dated 12/11/2017 and recorded in Instrument No. 2017008205 of the Recorder's records of Dearborn County. [2017008205 Sub](#)

19. A mortgage dated 11/03/2017, recorded 11/16/2017, in Instrument No. 2017007279, in the Recorder's records of Dearborn County, Indiana, which mortgage is from David C. Flaig and Patricia M. Flaig, as mortgagors, securing a promissory note in the principal amount of \$207,995.75, payable to the order of Farm Credit Mid-America, FLCA. [2017007279 Mort](#)

NOTE: This is on all properties.

NOTE: The lender should be contacted for further information concerning this loan.

20. A mortgage dated 11/03/2017, recorded 11/06/2017, in Instrument No. 2017007280, in the Recorder's records of Dearborn County, Indiana, which mortgage is from David C. Flaig and Patricia M. Flaig, husband and wife as mortgagors, securing a promissory note in the principal amount of \$239,000.00, payable to the order of Farm Credit Mid-America, FLCA. [2017007280 Mort](#)

NOTE: This is on Property 3 only.

NOTE: The lender should be contacted for further information concerning this loan.

21. A mortgage dated 11/03/2017, recorded 11/06/2017, in Instrument No. 2017007281, in the Recorder's records of Dearborn County, Indiana, which mortgage is from David C. Flaig and Patricia M. Flaig, husband and wife as mortgagors, securing a promissory note in the principal amount of \$258,037.75, payable to the order of Farm Credit Mid-America, FLCA. [2017007281 Mort](#)

NOTE: This is on Property 3 only.

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NOTE: The lender should be contacted for further information concerning this loan.

22. A mortgage dated 12/15/2017, recorded 01/02/2018, in Instrument No. 2018000010, in the Recorder's records of Dearborn County, Indiana, which mortgage is from David C. Flaig and Patricia M. Flaig, as mortgagors, securing a promissory note in the principal amount of \$120,258.00, payable to the order of Farm Credit Mid-America, PCA. [2018000010 Mort](#)

NOTE: This is on all properties.

NOTE: The lender should be contacted for further information concerning this loan.

23. An easement granted to the United States of America for flooding and overflow, which easement was granted by John Randall and Jessie Randall, by a certain Declaration of Taking dated 02/06/1961 recorded 08/31/1961, in Deed Record 129, Page 103, of the Recorder's records of Dearborn County, Indiana. [DR 129-103 Ease](#)

NOTE: This is on Property 1 only.

NOTE: The exact location of this easement is unknown.

24. An easement granted to Southeastern Indiana Rural Electric Membership Corporation for the location of electric lines, which easement was granted by Patricia Sumner and Noble Sumner, by a certain Right of Way Easement dated 02/12/1998 recorded 03/06/1998, in Deed Record 292, Page 345, of the Recorder's records of Dearborn County, Indiana. [DR 292-345 Ease](#)

NOTE: This is on Property 4 only.

NOTE: The exact location of this easement is unknown.

25. An easement granted to the United States of America for overflow and flooding, which easement was granted by Norman Cutter and Dorothy Cutter, by a certain Warranty Deed of Flowage Easement dated 12/19/1960 recorded 12/20/1960, in Deed Record 127, Page 128, of the Recorder's records of Dearborn County, Indiana. [DR 127-128 Ease](#)

NOTE: This is on Property 2 only.

NOTE: The exact location of this easement is unknown.

26. An easement granted to the City of Aurora, d/b/a Aurora Utilities, for the location of water lines, which easement was granted by John McKittrick Contracting, Inc., by a certain Utility Easement dated 09/27/1991 recorded 09/27/1991, in Deed Record 248, Page 150, of the Recorder's records of Dearborn County, Indiana. [DR 248-150 Ease](#)

NOTE: This is on Property 3 only.

NOTE: The exact location of this easement is unknown.

27. An easement granted to Sidney D. Sparks and Cynthia Ann Sparks for ingress and egress over private driveway, which easement was granted by William S. DePrie, Kathy L. DePrie, Thaddeus W. Fowler and Marilyn W. Fowler, by a certain Grant of Driveway Easement dated 08/04/2017 recorded 08/08/2017, in Instrument No. 2017005200,

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PRELIMINARY TITLE

of the Recorder's records of Dearborn County, Indiana. [2017005200 Ease](#)

NOTE: This is over part of Property 3 only.

NOTE: The exact location of this easement is unknown.

28. An easement granted to the United States of America for overflow and flooding, which easement was granted by Melvin J. H. Miller, by a certain Warranty Deed of Flowage Easement dated 11/15/1960 recorded 11/15/1960, in Deed Record 126, Page 477, of the Recorder's records of Dearborn County, Indiana. [DR 126-477 Ease](#)

NOTE: This is on Property 3 only.

NOTE: The exact location of this easement is unknown.

29. An easement granted to the Commissioners of Dearborn County, Indiana for the location of temporary highway easement grant, which easement was granted by David C. Flaig and Patricia M. Flaig, by a certain Temporary Highway Easement Grant dated 03/18/2019 recorded 03/18/2019, in Instrument No. 2019001378, of the Recorder's records of Dearborn County, Indiana. [2019001378 Ease](#)

NOTE: This is on Property 2 only.

NOTE: The exact location of this easement is unknown.

30. A Lease granted to the Regional Development Corp for exploring and producing petroleum and/or natural gas products, which Lease was granted by Norman Cutter, Dorothy Cutter, Anna Rosson and Linsey Rosson, by a certain Lease Agreement dated 02/15/1950, recorded 08/11/1950, in Miscellaneous Record 13, Page 242, of the Recorder's records of Dearborn County, Indiana. The lease states the term is 5 years and so much longer as Oil or Gas can be produced in paying quantities, or rent or royalty is paid. [Misc 13-242 Lease](#)

NOTE: This is on Property 2 only.

31. Subject to a UCC-1 Financing Statement filed 07/05/2019, in Instrument No. UC19000014, as a security interest in CSC, granted by David Christopher Flaig and Patricia M. Flaig, as Debtors, with Farm Credit Leasing Services Corporation, as Secured Party, recorded in the office of the Recorder of Dearborn County, Indiana. [19000014 UCC](#)

NOTE: This is on Property 1 and Property 4 only.

32. NOTE: There was a change in collateral that was filed on 10/28/2019, in Instrument No. UC19000021, recorded in the office of the Recorder of Dearborn County, Indiana. [19000021 UCC](#)

33. NOTE: There was a continuation filed 04/16/2024, in Instrument No. 2024001717, recorded in the records of the Recorder of Dearborn County, Indiana. [2024001717 UCC](#)

34. Subject to the rights of the public and others in and to Laughery Creek Road, as included in the described premises.

35. All right, title or claim or any character by the United States, state, local government or by the public generally in and to any portion of the land lying within the current or former bed, or below the ordinary high water mark, or between the cut banks of Laughery Creek.

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Right of riparian water rights owners to the use and flow of the Laughery Creek.

The consequence of any past or future change in the location of the bed of Laughery Creek.

NOTE: This is on Property 1, Property 2 and Property 3 only.

36. Subject to surveys of record recorded in OR Book 156, page 1547, Instrument No., 2011001696, and Instrument No. 2011001704 of the records of Dearborn County, Indiana. [Survey \(4\) .pdf](#)

37. Notice of Underground Utilities recorded in OR Book 120, Pages 2659-2664, of the Recorder's records of Dearborn County, Indiana, filed by Indiana Underground Plant Protection Services, Inc. for Aurora Gas Utility; Cinergy; Town of Dillsboro; Hoosier Hills Regional Water District; Lawrenceburg Gas Company; Level 3 Communications; SEI Communications; Southeastern Indiana R.E.M.C.; Sprint Local Operations/United Telephone; Suscom; Texas Gas Transmission-Petersburg; and Wiltel which warns of the possibility of buried utilities without specifying location. [dcundergrounds.pdf - Jul 10th, 2:35 PM](#)

38. Notice of Underground Utilities recorded in OR Book 120, Pages 2659-2664, of the Recorder's records of Dearborn County, Indiana, filed by Indiana Underground Plant Protection Service for Aurora Gas Utility; Cinergy; L.M.S. Conservancy District; Lawrenceburg Gas Company; Level 3 Communications; Southeastern Indiana R.E.M.C.; Sprint Local Operations/United Telephone; and Suscom which warns of the possibility of buried utilities without specifying location. [dcundergrounds.pdf - Jul 10th, 2:35 PM](#)

NOTE: This is on Property 2 only.

39. NOTE: Acreage indicated in the legal description is for informational purposes only and should not be construed as insuring the quantity of land.

40. NOTE: (FOR LENDER POLICIES ONLY) See ALTA Endorsement Form 8.1 (Environmental Protection Lien) and ALTA Endorsement Form 9 (Restrictions, Encroachments, Minerals) attached to the final policy.

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EXHIBIT "A"

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

PROPERTY 1

WASHINGTON TOWNSHIP: Part of the East Half of Section 13, Township 4 North, Range 2 West, lying in Washington Township, Dearborn County and intended to be a part of that land described and recorded in Final Decree 9, Page 359-362 in the office of the Recorder of Dearborn County, Indiana and described as follows: Beginning at a 1 1/2" square pipe (found) marking the Northeast corner of said Section 13; thence North 88° 09' 26" West (an assumed bearing) along the North line of said Section 13 a distance of 255.45 feet to a mag nail (set) in the center of Laughery Creek Road and the PC of a curve to the right; thence Southwesterly along said curve for an arc distance of 163.69 feet having a radius of 351.80 feet, said curve has a chord bearing of South 33° 52' 40" West a distance of 162.21 feet to a mag nail (set) at the PT thereof; thence South 47° 12' 26" West along said road a distance of 900.81 feet to a mag nail (set); thence South 48° 11' 24" West along said road a distance of 364.36 feet to a mag nail (set); thence South 55° 23' 14" West along said road a distance of 138.23 feet to a mag nail (set) at the PC of a curve to the left; thence Southwesterly along said curve for an arc distance of 363.48 feet having a radius of 850.00 feet, said curve has a chord bearing of South 43° 08' 12" West a distance of 360.72 feet to a mag nail (set) at the PT thereof and the Northeast corner of Sumner (DB 277, Pg. 217); thence South 16° 30' 31" East along the East line of Sumner a distance of 437.42 feet to a 1/2" rebar (found); thence South 01° 06' 21" East along said East line a distance of 600.54 feet to a steel "T" post (found); thence South 22° 47' 58" East along the line of Sumner and Sparks (Instr. #2004-11296) a distance of 2013.35 feet to the center of Laughery Creek; thence North 51° 59' 26" East along said creek a distance of 440.85 feet; thence North 44° 36' 38" East along said creek a distance of 443.80 feet to the East line of said Section 13; thence North 01° 00' 34" East along said East line a distance of 3612.07 feet to the point of beginning, containing 104.16 acres, more or less.

PROPERTY 2

WASHINGTON TOWNSHIP AND CENTER TOWNSHIP: Being part of the Southeast Quarter of Section 12, Township 4 North, Range 2 West of the First Principal Meridian located in Washington Township and part of the Southwest Quarter of Section 7 and part of the West one-half of Section 18, Township 4 North, Range 1 West of the First Principal Meridian located in Center Township, Dearborn County, Indiana, described as follows: Beginning at an iron pipe an marking the Southwest corner of Section 7, T4N, R1W, thence N 01 degrees 00' 51" E along the line between Section 7, Center Township, and Section 13, T4N, R2W, Washington Township, 471.90 feet to a bar marking the Northeast corner of said Section 13 and the Southeast corner of Section 12; thence N 89 degrees 05' 09" W along the South line of said section 12, 262.28 feet to a magnetic nail in the center of Laughery Creek road; thence along the centerline of said road the following fifteen courses: thence N 28 degrees N 28 degrees 39' 02" E, 29.56 feet to a magnetic nail; thence N 08 degrees 46' 36" E, 74.50 feet to a magnetic nail; thence N 00 degrees 26' 24" W, 151.10 feet to a magnetic nail; thence N 01 degrees 35' 37" E 54.33 feet to a magnetic nail; thence N 38 degrees 04' 48" E, 35.68 feet to a magnetic nail; thence N 74 degrees 06' 06" E, 54.42 feet to a magnetic nail; thence N 82 degrees 01' 32" E, 313.81 feet to a magnetic nail; thence N 81 degrees 49' 08" E, 31.68 feet to a magnetic nail; thence N 85 degrees 42' 13" E, 68.39 to a magnetic nail; thence S 89 degrees 36' 34" E, 74.54 feet to a magnetic nail; thence S 78 degrees 16' 02" E, 83.77 feet to a magnetic nail; thence S 70 degrees 59' 29" E, 255.13 feet to a magnetic nail; thence S 71 degrees 56' 07" E, 94.45 feet to a magnetic nail; thence S 77 degrees 13' 36" E 102.21 feet to a magnetic nail; thence S 82 degrees 18' 17" E, 155.82 feet to a railroad spike; thence leaving said road S 01 degrees 31' 09" W, 749.85 feet to a re-bar in the South line of said Section 7; thence S 01 degrees 00' 51" W, 1418.46 feet to the line between Dearborn and Ohio Counties, and the center of Laughery Creek; thence along said county line and the centerline of said creek the following three courses: thence S 13 degrees 21' 32" W, 431.86 feet; thence S 26 degrees 03' 37" W, 553.98 feet; thence S 44 degrees 43' 14" W, 1086.85 feet to the intersection of said creek centerline with the line between Section 18, T4N, R1W and said Section 13; thence N 01 degrees 00' 51" E along said Section line 3140.23 feet to the point of beginning. Contains 84.876 acres, including 62.018 acres in Section 18, T4N, R1W, 20.895 acres in Section 7, T4N, R1W and 1.963 acres in Section 12, T4N, R2W.

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EXCEPTING THEREFROM: CENTER TOWNSHIP: Commencing at the Southeast corner of Section 12; thence North 89 degrees 06 minutes 44 seconds West, 255.57 feet along the south line of said Section 12 to the center of East Laughery Creek Road and the west line of said tract; thence North 17 degrees 26 minutes 00 seconds East, 12.71 feet with the centeline of said road to the True Point of Beginning; thence with the west and north line of said tract and the center of said road the following eleven courses: 1.) North 17 degrees 26 minutes 00 seconds East, 10.36 feet; 2.) North 07 degrees 52 minutes 23 seconds East, 74.53 feet; 3.) North 01 degrees 25 minutes 06 seconds West, 151.09 feet; 4.) North 00 degrees 31 minutes 40 seconds East, 54.10 feet; 5.) North 37 degrees 05 minutes 03 seconds East, 35.69 feet; 6.) North 73 degrees 10 minutes 08 seconds East, 54.43 feet; 7.) North 80 degrees 59 minutes 21 seconds East, 445.49 feet; 8.) North 84 degrees 44 minutes 47 seconds East, 68.39 feet; 9.) North 89 degrees 26 minutes 00 seconds East, 74.54 feet; 10.) South 79 degrees 13 minutes 28 seconds East, 83.77 feet; 11.) South 71 degrees 56 minutes 55 seconds East, 241.99 feet; thence South 17 degrees 57 minutes 14 seconds West, 20.45 feet (Point #636); thence North 72 degrees 02 minutes 46 seconds West, 208.87 feet (Point #635); thence 87.82 feet along the arc of a curve to the left having a radius of 530.00 feet and a chord which bears North 76 degrees 47 minutes 34 seconds West, 87.72 feet (Point #744); thence South 08 degrees 27 minutes 38 seconds West, 5.00 feet (Point #728); thence South 24 degrees 37 minutes 05 seconds West, 47.04 feet (Point #727); thence North 84 degrees 55 minutes 30 seconds West, 30.54 feet (Point #726); thence South 82 degrees 28 minutes 27 seconds West, 217.43 feet (Point #743); thence North 34 degrees 11 minutes 32 seconds West, 27.59 feet (Point #628); thence South 80 degrees 49 minutes 52 seconds West, 40.00 feet (Point #742); thence South 09 degrees 10 minutes 08 seconds East, 95.00 feet (Point #741); thence South 72 degrees 13 minutes 25 seconds West, 140.05 feet (Point #740); thence North 38 degrees 00 minutes 29 seconds West, 125.00 feet (Point #739); thence 169.01 feet along the arc of a curve to the left having a radius of 294.00 feet and a chord which bears South 35 degrees 31 minutes 23 seconds West, 166.69 feet (Point #622); thence South 19 degrees 03 minutes 14 seconds West, 169.49 feet (Point #621); thence North 70 degrees 56 minutes 46 seconds West, 20.75 feet to the True Point of Beginning. Containing 1.925 acres more or less, inclusive of the presently existing right-of-way which contains 0.237 acres, more or less. 1.107 acres of the above described area being located in Section 7 and 0.818 acres being located in Section 12.

PROPERTY 3

WASHINGTON TOWNSHIP: Being a part of East Half of Section 13, Township 4 North, Range 2 West, First Principal Meridian, located in Washington Township, Dearborn County, Indiana and described as follows: Commencing at a stone marking the Quarter Section lines intersection point; thence North 15° 50' 00" West, 00.64 feet to a 1/2" rebar; thence North 53° 21' 22" East, 268.25 feet to a 1/2" rebar; thence North 51° 19' 35" East, 233.59 feet to a 1/2" rebar and the true point of beginning; thence South 12° 57' 48" East, 2596.58 feet to a point in the center of Laughery Creek; thence with the center of Laughery Creek North 58° 51' 25" East, 606.84 feet, North 51° 15' 57" East, 267.19 feet, and North 56° 39' 01" East, 107.37 feet to a point; thence North 46° 24' 31" West, 560.30 feet to a 1/2" rebar; thence North 26° 21' 35" East, 302.59 feet to a 1/2" rebar; thence North 36° 06' 55" West, 511.36 feet to a 1/2" rebar, thence South 66° 29' 37" West, 170.00 feet to a 1/2" rebar, thence North 19° 47' 10" West, 1258.23 feet to a 1/2" rebar on the right-of-way line of Laughery Creek Road; thence with the right-of-way line South 51° 19' 35" West, 314.20 feet to the true point of beginning. Containing 32.847 acres, more or less.

TOGETHER WITH a 30 foot easement for ingress/egress with the centerline described below: Commencing at a stone marking the quarter line intersection point; thence North 46° 19' 57" East, 173.49 feet to a point in the intersection of Laughery Creek Road and the access drive also the true point of beginning; thence with the centerline South 17° 03' 22" East, 57.34 feet; thence South 11° 01' 38" East, 111.06 feet; thence South 06° 29' 21" East, 103.12 feet; thence South 01° 16' 52" East, 48.00 feet; thence South 06° 58' 18" East, 49.19 feet; thence South 02° 31' 45" East, 64.38 feet; thence South 01° 39' 48" West, 97.09 feet; thence South 00° 20' 39" East, 131.86 feet; thence South 03° 57' 50" East, 103.24 feet; thence South 14° 01' 08" East, 63.81 feet; thence South 44° 46' 51" East, 49.71 feet; thence South 58° 17' 31" East, 111.18 feet to an intersection point of the centerlines; thence South 62° 55' 33" East, 381.94 feet; thence South 64° 29' 33" East, 19.58 feet to the property line and the end of this section of the easement.

TOGETHER WITH an easement beginning at the intersection point in the centerlines in the above easement; thence

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PRELIMINARY TITLE

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South 27° 09' 41" West, 149.26 feet; thence South 18° 02' 20" West, 38.69 feet; thence South 16° 18' 20" West 58.30 feet; thence. South 08° 51' 01" East, 90.37 feet; thence South 18° 15' 51" East, 39.60 feet; thence South 61° 52' 36" East, 528.63 feet; thence South 63° 54' 40" East, 73.08 feet to the end of this section of the easement. CONTAINING AND SUBJECT TO the following 30 foot wide access drive easement, the centerline of which is described as follows: Commencing at a stone marking the quarter line intersection point; thence South 42° 11' 25" East, 262.49 feet to a point in the center of the access drive and the true point of beginning of this section of the easement; thence with said 30 foot wide easement, North 59° 24' 57" East, 687.18 feet to the end of this section of the easement.

ALSO: WASHINGTON TOWNSHIP: Being a part of the East half of Section 13, Township 4 North, Range 2 West, First Principal Meridian, Washington Township, Dearborn County, Indiana and more particularly described as follows: Commencing at a stone marking the Quarter Section Lines intersection point (Center Corner); thence North 15°50'00"West, 00.64 feet to a 1/2" rebar on the South right-of-way line of Laughery Creek Road; thence with the South right-of-way of said road, North 53°21'22"East, 161.88 feet to the intersection of a gravel lane and the South right-of-way line of Laughery Creek Road and the true point of beginning; thence leaving the South right-of-way line of Laughery Creek Road and with the gravel lane the following thirteen (13) courses: South 10°34'31"East, 247.93 feet; thence South 01°16'62"East, 48.00 feet; thence South 06°58'18"East, 49.19 feet; thence South 02°31'45"East, 64.38 feet; thence South 01°39'48"West, 97.09 feet; thence South 00°20'39"East, 131.86 feet; thence South 03°57'50"East, 103.24 feet; thence South 14°01'08"East, 63.81 feet, thence South 44°46'51"East, 49.71 feet; thence South 58°17'31"East, 111.18 feet; thence South 62°55'33"East, 243.06 feet; thence South 62°55'33"East, 138.88 feet; thence South 64°29'33"East, 19.58 feet; thence leaving said gravel lane, North 12°57'48"West, 1317.68 feet to a 1/2" rebar on the South right-of-way line of Laughery Creek Road; thence with the South right-of-way line the following two (2) courses: South 51°19'35"West, 233.59 feet to a 1/2" rebar, thence South 53°21'22"West, 106.37 feet to the true point of beginning. Containing 8.8755 acres, more or less.

PROPERTY 4

WASHINGTON TOWNSHIP: Part of the East Half of Section 13, Township 4 North, Range 2 West, Washington Township, Dearborn County, Indiana described as follows: Commencing at the Northwest corner of the Southwest Quarter of said section; thence South 87° 20' 25" East, along the East - West centerline of said Section, 2712.67 feet to a stone found at the intersection of the South right-of-way of Laughery Creek Road and the centerline of Section 13; thence North 53° 06' 07" East, along the South right-of-way of Laughery Creek Road, 268.25 feet; thence North 51° 19' 35" East, along said right-of-way, 547.79 feet to an iron pin found at the Northwest corner of the Sumner property (Grantor - D.R. 277, Pg. 271); thence North 51° 19' 35" East, along said right-of-way, 30.61 feet; thence North 45° 16' 36" East, along said right-of-way, 23.20 feet to an iron pin set at the point of beginning; thence along the South right-of-way of Laughery Creek Road the following nine (9) courses: 1) North 45° 16' 36" East a distance of 60.82 feet; 2) North 35° 23' 44" East a distance of 94.74 feet; 3) North 36° 08' 08" East a distance of 139.38 feet; 4) North 35° 58' 13" East a distance of 117.41 feet; 5) North 13° 20' 22" East a distance of 94.05 feet; 6) North 03° 42' 53" East a distance of 86.60 feet; 7) North 17° 12' 16" East a distance of 97.06 feet; 8) North 23° 55' 38" East a distance of 88.60 feet; 9) North 29° 43' 53" East a distance of 58.57 feet to an iron pin set this survey; thence leaving said road right-of-way, South 17° 29' 24" East, along part of the Westerly line of the Stevenson property (E.F.D. Book 9, Pg. 359), 394.72 feet to an iron pin found in place; thence South 01° 50' 20" East, along part of the Westerly line of said Stevenson property, 600.56 feet to an iron pin found in place; thence South 23° 31' 50" East, along the Westerly line of said Stevenson property, 294.32 feet to an iron pin set this survey; thence South 70° 12' 50" West a distance of 413.88 feet to an iron pin set this survey; thence North 19° 47' 10" West a distance of 697.76 feet to the point of beginning. This tract contains 10.000 acres (0.1829 acre from the Southeast Quarter and 9.8171 acres from the Northeast Quarter), more or less.

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PRELIMINARY TITLE

American Land Title Association

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2021 v. 01.00 (07-01-2021)

CHAIN OF TITLE

The only conveyances affecting said land, which recorded within twenty-four (24) months of the date of this report, are as follows:

Property: 6283 E Laughery Creek Rd & 9328 Alta Vista Ln, Aurora, IN 47001

Linda Randall Stevenson to David C. Flaig and Patricia M. Flaig, husband and wife by deed dated 04/12/2006 and recorded on 04/18/2006 in Book 157 at Page 318 in the Official Records of the Recorder, Dearborn County. [OR 157-318 Deed](#)

[OR 174 P 1763](#) Patricia L. Sumner to David C. Flaig and Patricia M. Flaig, husband and wife by deed dated 01/26/2007 and recorded on 02/20/2007 in Book 174 at Page 1763 in the Official Records of the Recorder, Dearborn County.

[2016000659 Deed](#) Joint Revocable Trust of Donald Lee Arnold and Susan Arnold to David C. Flaig and Patricia M. Flaig, husband and wife by deed dated 01/13/2016 and recorded on 02/03/2016 as Instrument Number 2016000659 in the Official Records of the Recorder, Dearborn County.

[2017007278 Deed](#) William S. DePrie and Kathy L. DePrie, husband and wife to David C. Flaig and Patricia M. Flaig, husband and wife by deed dated 11/03/2017 and recorded on 11/06/2017 as Instrument Number 2017007278 in the Official Records of the Recorder, Dearborn County.

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PRELIMINARY TITLE



**210 W. High St.
Lawrenceburg, IN 47025**

Telephone: (812) 537-3844
Fax: (812) 537-1635

July 23, 2025

File Number: 2025-276

Current Owner: David C. Flaig and Patricia M. Flaig

Address: 6283 E Laughery Creek Rd & 9328 Alta Vista Ln
Aurora, IN 47001

24 Month Chain of Title

1. Linda Randall Stevenson to David C. Flaig and Patricia M. Flaig, husband and wife by deed dated 04/12/2006 and recorded on 04/18/2006 in Book 157 at Page 318 in the Official Records of the Recorder, Dearborn County. [OR 157-318 Deed](#)
2. [2016000659 Deed](#) Joint Revocable Trust of Donald Lee Arnold and Susan Arnold to David C. Flaig and Patricia M. Flaig, husband and wife by deed dated 01/13/2016 and recorded on 02/03/2016 as Instrument Number 2016000659 in the Official Records of the Recorder, Dearborn County.
3. [2017007278 Deed](#) William S. DePrie and Kathy L. DePrie, husband and wife to David C. Flaig and Patricia M. Flaig, husband and wife by deed dated 11/03/2017 and recorded on 11/06/2017 as Instrument Number 2017007278 in the Official Records of the Recorder, Dearborn County.
4. [OR 174 P 1763](#) Patricia L. Sumner to David C. Flaig and Patricia M. Flaig, husband and wife by deed dated 01/26/2007 and recorded on 02/20/2007 in Book 174 at Page 1763 in the Official Records of the Recorder, Dearborn County.

PHOTOS

PHOTOS

TRACT 1



PHOTOS



PHOTOS



TRACTS 2-7



PHOTOS

TRACT 6



PHOTOS



PHOTOS

TRACT 3



TRACT 3



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TRACT 3



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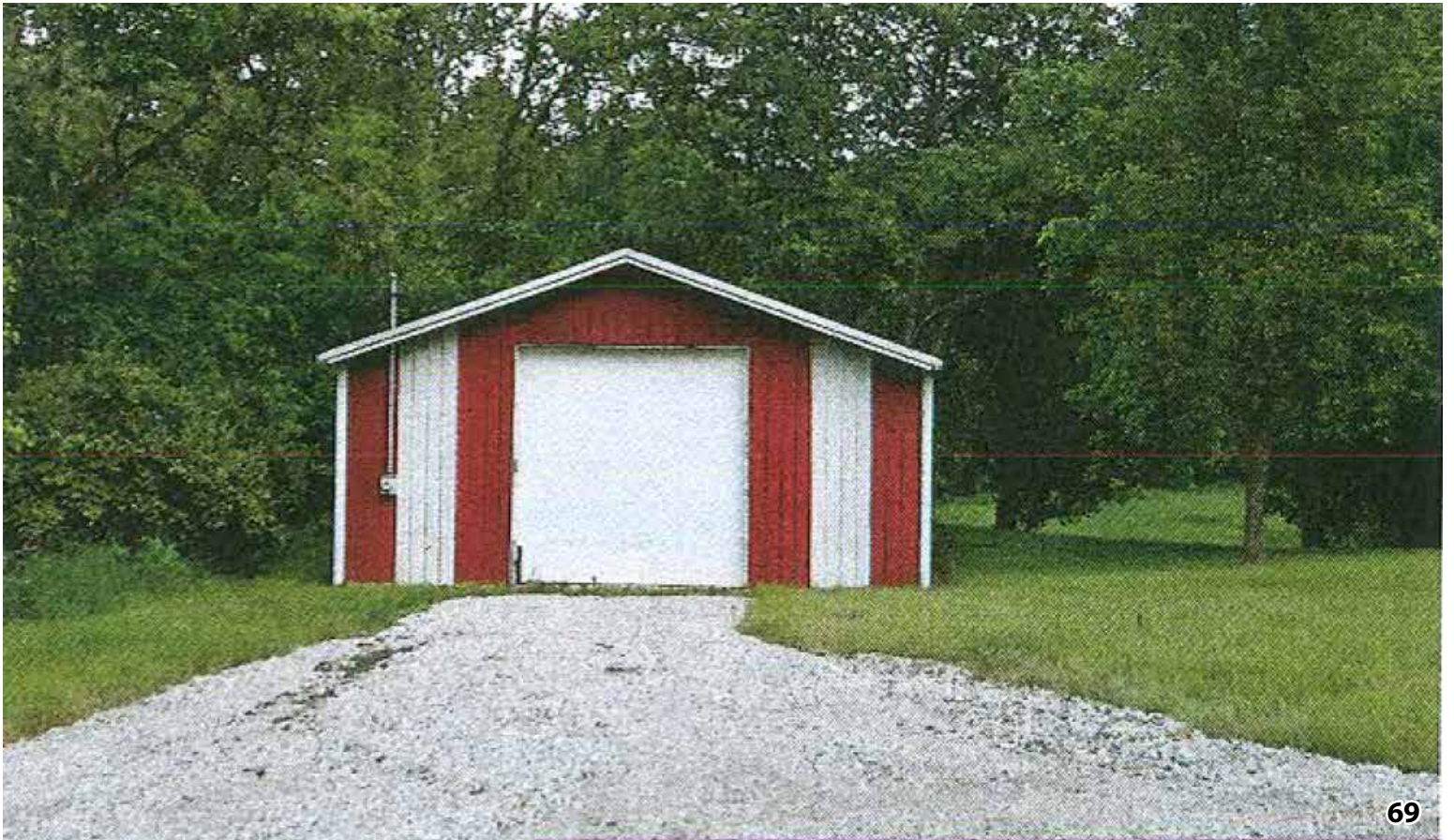
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TRACTS 1-3



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