

79±
acres

Offered in
2 Tracts

WOODBURN **QUALITY FARMLAND AUCTION**

Productive, Well Tiled, Tillable Land



INFORMATION BOOK



ONLINE BIDDING AVAILABLE

SCHRADER
REAL ESTATE & AUCTION
of Fort Wayne

260.749.0445 • 866.340.0445

www.SchraderFortWayne.com

www.SchraderAuction.com

Tuesday, September 30 • 6pm | Woodburn, IN

DISCLAIMER:

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

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

SELLERS: The Estate of Betty A. Sprunger; Kent D. Stucky, Personal Representative; David N. Baumgartner, Attorney for the Estate



SCHRADER REAL ESTATE AND AUCTION OF FORT WAYNE, LLC

7009 N River Rd, Fort Wayne, IN 46815

260-749-0445 • 866-340-0445

www.SchraderFortWayne.com • www.SchraderAuction.com

TERMS & CONDITIONS

PROCEDURE: This property will be offered in two tracts & the combination of the two tracts. Bidding will be permitted on the individual tracts & combination of the two tracts. There will be open bidding until the close of the auction.

DOWN PAYMENT: 10% Cash down payment at close of auction. Cash or cashier's check or a personal or corporate check immediately negotiable is satisfactory for the down payment. YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, SO BE SURE YOU HAVE ARRANGED FINANCING, IF NEEDED, & ARE CAPABLE OF PAYING CASH AT CLOSING.

APPROVAL OF BID PRICES: At the close of the auction, Buyer(s) will be required to execute an Agreement to Purchase Real Estate & Addendum. Seller reserves the right to reject any & all bids. The terms of this agreement & addendum are non-negotiable.

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

EVIDENCE OF TITLE: Seller shall provide an Owner's Title Insurance Policy in the amount of the purchase price.

CLOSING: Balance of purchase price is due in cash at closing. The target date for closing shall be on or before October 31, 2025. The cost for an insured closing will be shared 50/50 between Buyer & Seller.

POSSESSION: DAY OF CLOSING.

REAL ESTATE TAXES: The Seller shall pay the 2025 Real Estate taxes due in 2026 & the Buyer(s) shall pay all thereafter.

DITCH ASSESSMENTS: Buyer shall pay all ditch assessments due after

closing.

PROPERTY INSPECTION: Each potential Bidder is responsible for conducting, at their own risk, their own independent inspections, investigations, inquiries, & due diligence concerning the property. Inspection dates have been scheduled & will be staffed w/ auction personnel. Further, Seller disclaims any & all responsibility for Bidder's safety during any physical inspection of the property. No party shall be deemed an invitee of the property by virtue of the offering of the property for sale.

ACREAGE: All acreage is approximate & has been estimated based on current legal descriptions and/or aerial photos.

SURVEY: A new perimeter survey shall be provided prior to the auction. Any need for any other survey will be determined solely by the Seller. The cost of the survey will be split 50/50 between Buyer & Seller. The type of survey performed shall be at the Seller's option & sufficient for providing title insurance. Closing prices shall be adjusted to reflect any difference between advertised & surveyed acres.

EASEMENTS: All real estate is being sold subject to any existing recorded easements. Existing recorded leases, if any will be assigned to the Buyer.

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

DISCLAIMER & ABSENCE OF WARRANTIES: All information contained in this brochure & all related materials is subject to the Terms & Conditions outlined in the Purchase Agreement. Your bids are to be based solely upon your inspection. Tract acreage has been estimated based on tax parcel

legal description. The property is being sold on an "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, inquires, & due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company. All sketches & dimensions in this brochure are approximate. Except for any express warranties set forth in the sale documents, purchaser(s) assumes all risks thereof & acknowledges that in consideration of the other provisions contained in the sale documents, Seller & the Auction Company make no warranty or representation, express or implied or arising by operation of law, including any warranty of merchantability or fitness for a particular purpose of the property, or any part thereof, & in no event shall Seller or the Auction Company be liable for any consequential damages. Conduct of the auction & increments of bidding are at the direction & discretion of the auctioneer. The Seller & Auction Company reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the auctioneer are final. **ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.**

AUCTION MANAGERS: Jerry Ehle • 260.410.1996 #AU19300123, #RB14044208

#LC20700176, #AC63001504

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REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

TUESDAY, SEPTEMBER 30, 2025
79± ACRES – ALLEN COUNTY, INDIANA

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,
P.O. Box 508, Columbia City, IN, 46725,
Email to auctions@schraderauction.com or fax to 260-244-4431, no later than Tuesday, September 23, 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
79± Acres • Allen County, Indiana
Tuesday, September 30, 2025

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

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

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

1. My name and physical address is as follows:

My phone number is: _____

2. I have received the Real Estate Bidder's Package for the auction being held on Tuesday, September 30, 2025 at 6:00 PM (EST).
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$_____. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

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

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

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

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

9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Tuesday, September 23, 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.

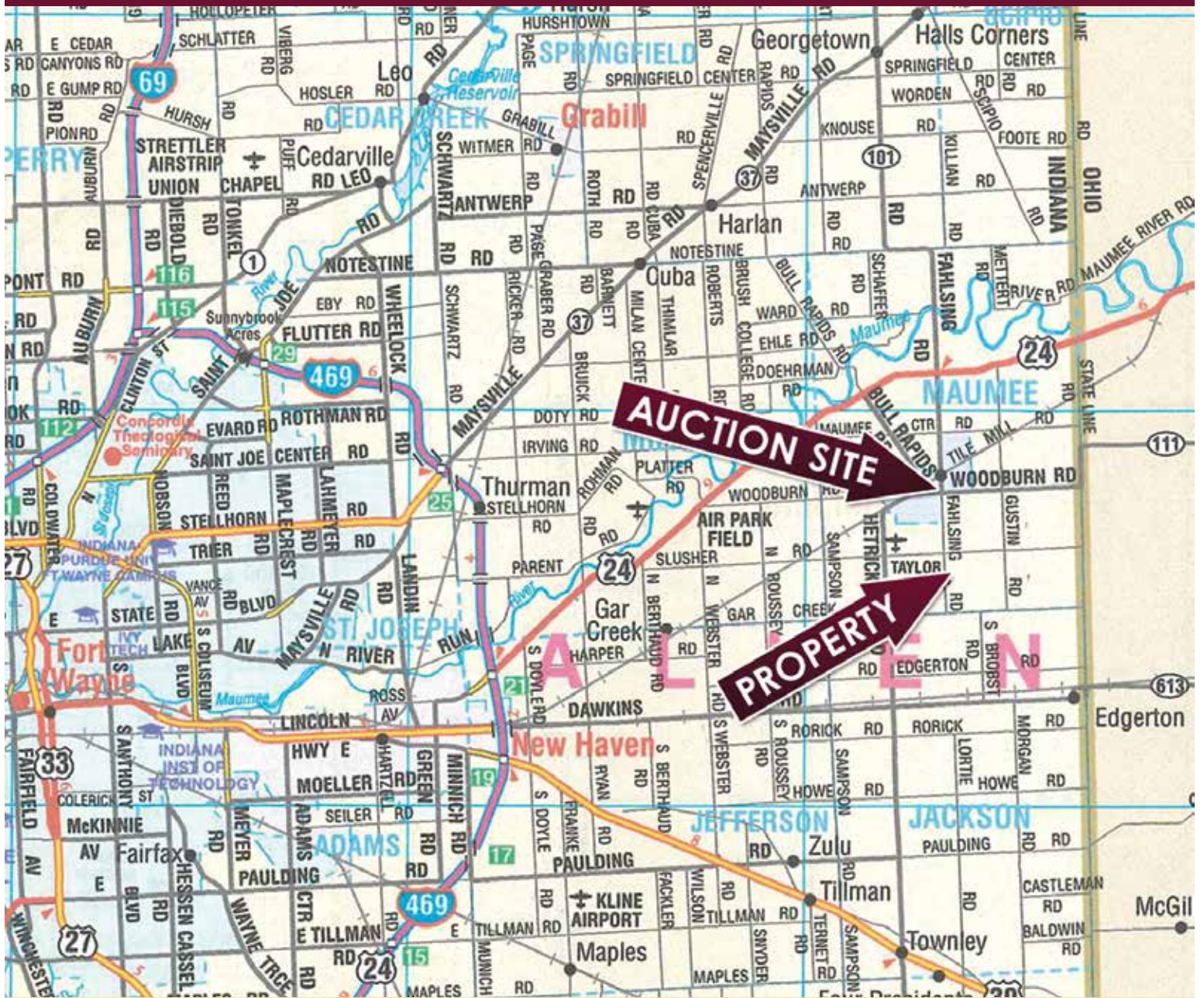
Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

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

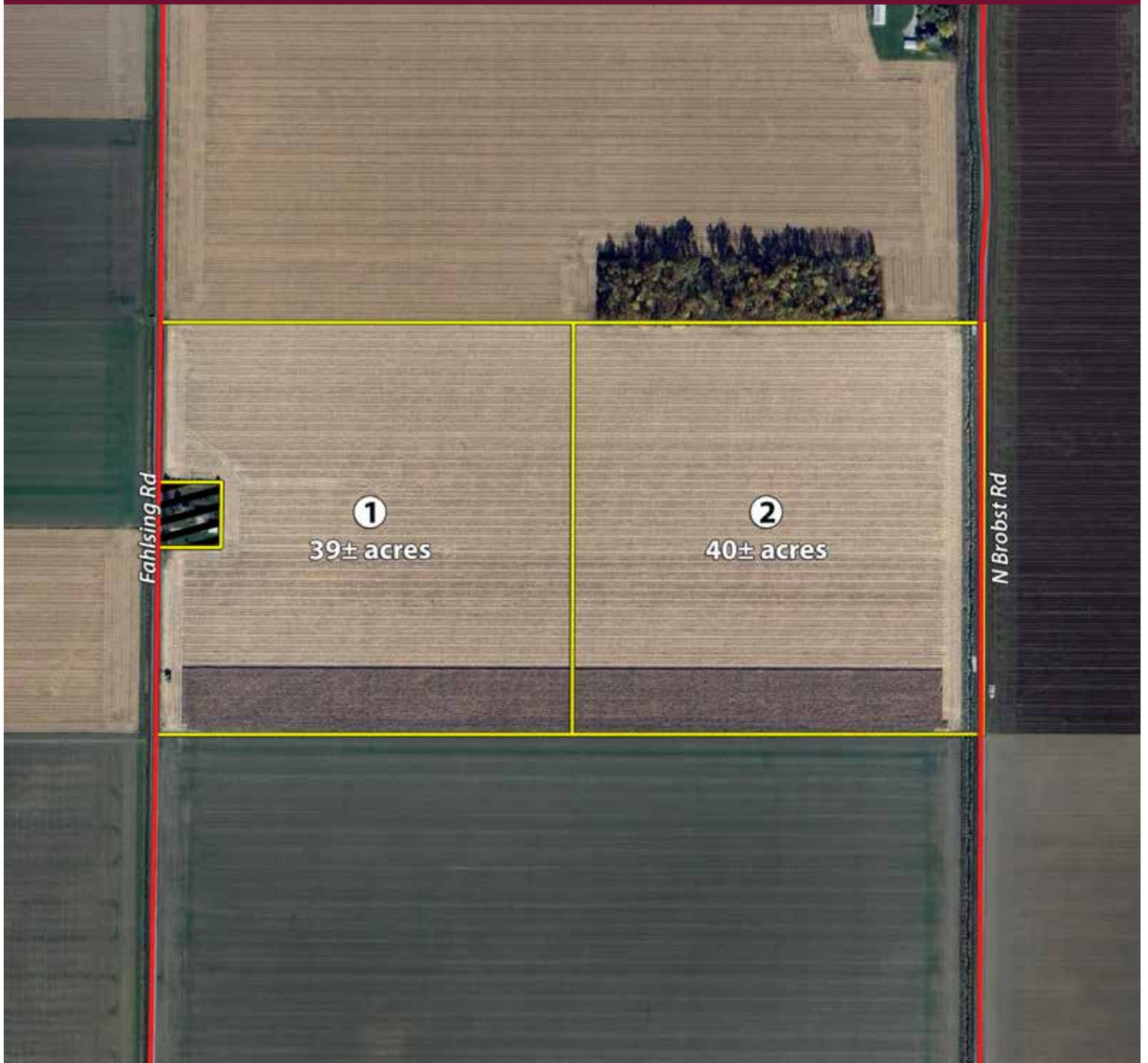
LOCATION MAP



PROPERTY LOCATION: 2500 block of Fahlsing Rd. The land runs east & west between Fahlsing Rd & N Brobst Rd.

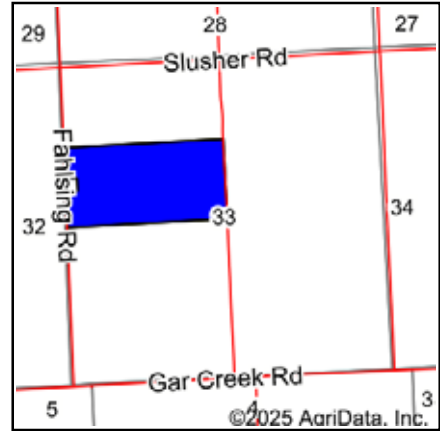
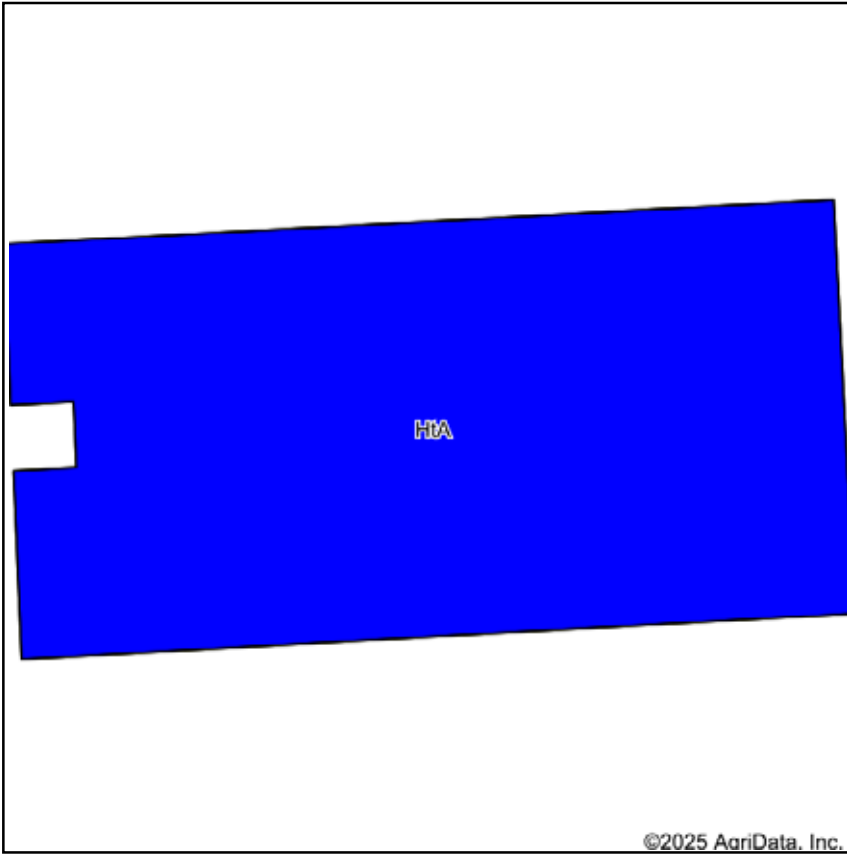
AUCTION LOCATION: Woodburn Community Center, 22651 Main St, Woodburn, IN 46797

TRACT MAP



SOILS MAP

SOILS MAP



State: **Indiana**
 County: **Allen**
 Location: **33-31N-15E**
 Township: **Maumee**
 Acres: **79.43**
 Date: **7/7/2025**



Soils data provided by USDA and NRCS.

Area Symbol: IN003, Soil Area Version: 24

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Grass legume hay Tons	Pasture AUM	Soybeans Bu	Winter wheat Bu	
HtA	Hoytville silty clay, 0 to 1 percent slopes	79.43	100.0%		llw	145	5	9	40	59	
Weighted Average						2.00	145	5	9	40	59

TOPOGRAPHY CONTOURS MAP

TOPOGRAPHY CONTOURS MAP



©2025 AgriData, Inc.



Source: USGS 1 meter dem
 Interval(ft): 3.0
 Min: 743.3
 Max: 754.5
 Range: 11.2
 Average: 751.9
 Standard Deviation: 0.79 ft



7/7/2025

33-31N-15E
Allen County
Indiana

Boundary Center: 41° 6' 18.8, -84° 50' 33.64



SURVEY

SURVEY

Excerpted from Survey No. 152-158

NEW ORIGINAL DESCRIPTION: (a newly created description of a tract described in Document Number 810012171)

Part of the South Half of the Northwest Quarter of Section 33, Township 31 North, Range 15 East, Allen County, Indiana, based on an original survey by Joseph R. Herendeen, Indiana Professional Surveyor Number 20900190 of Sauer Land Surveying, Inc., Survey No. 152-158, dated August 25, 2025, and being more particularly described as follows, to-wit:

Beginning at the West Quarter corner of said Section 33, being marked by a cast iron monument; thence North 01 degrees 35 minutes 01 seconds West (GPS grid bearing and basis of all bearings in this description), on and along the West line of the Northwest Quarter, being within the right-of-way of Fahlsing Road, a distance of 600.00 feet to a survey nail at the Southwest corner of a 0.96 acre tract of real estate described in a deed to Lynn Alan Becker and Judy Jayne Becker in Document Number 750014624 in the Office of the Recorder of Allen County, Indiana; thence North 88 degrees 24 minutes 59 seconds East, on and along the South line of said 0.96 acre tract, a distance of 200.00 feet to a #5 rebar at the Southeast corner thereof; thence North 01 degrees 35 minutes 01 seconds West, on and along the East line of said 0.96 acre tract and parallel with the West line of said Northwest Quarter, a distance of 210.00 feet to a #5 rebar at the Northeast corner thereof; thence South 88 degrees 24 minutes 59 seconds West, on and along the North line of said 0.96 acre tract, a distance of 200.00 feet to a #5 rebar at the Northwest corner thereof, being a point on the West line of said Northwest Quarter; thence North 01 degrees 35 minutes 01 seconds West, on and along said West line and within said right-of-way of Fahlsing Road, a distance of 509.04 feet to a survey nail at the Northwest corner of the South Half of said Northwest Quarter; thence North 87 degrees 50 minutes 01 seconds East, on and along the North line of the South Half of said Northwest Quarter, a distance of 2644.16 feet to a survey nail at the Northeast corner of the South Half of said Northwest Quarter; thence South 01 degrees 57 minutes 59 seconds East, on and along the East line of said Northwest Quarter, being within the right-of-way of North Brobst Road, a distance of 1321.95 feet to a #4 rebar at the Center of said Section 33; thence South 87 degrees 53 minutes 53 seconds West, on and along the South line of said Northwest Quarter, a distance of 2652.96 feet to the point of beginning, containing 79.323 acres of land, subject to legal right-of-ways for Fahlsing Road and North Brobst Road, and subject to all easements of record.

FSA INFORMATION

FSA INFORMATION

INDIANA
ALLEN



United States Department of Agriculture
Farm Service Agency

FARM : 6038

Prepared : 8/5/25 6:28 AM CST

Form: FSA-156EZ

Crop Year : 2025

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

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

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
79.21	77.20	77.20	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	77.20	0.00		0.00	0.00	0.00	0.00	

Crop Election Choice

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

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	38.30	0.00	161	
Soybeans	38.30	0.00	52	
TOTAL	76.60	0.00		

NOTES

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Tract Number : 2814

Description : P7/1A MAUMEE TWP SEC 33 EAST SIDE OF FAHLSING RD
 FSA Physical Location : INDIANA/ALLEN
 ANSI Physical Location : INDIANA/ALLEN
 BIA Unit Range Number :
 HEL Status : NHEL: No agricultural commodity planted on undetermined fields
 Wetland Status : Wetland determinations not complete
 WL Violations : None
 Owners : BETTY A SPRUNGER
 Other Producers : None
 Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
79.21	77.20	77.20	0.00	0.00	0.00	0.00	0.0

FSA INFORMATION

INDIANA
ALLEN
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 6038
Prepared : 8/5/25 8:28 AM CST
Crop Year : 2025

Tract 2814 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	77.20	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	38.30	0.00	161
Soybeans	38.30	0.00	52
TOTAL	76.60	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 of 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 <https://www.usda.gov/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 (800) 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.

FSA INFORMATION

USDA Farm 6038 Tract 2814
 Administered by: Allen County, Indiana
 OP: XXXXXXXXXXXXXXXX
 OW: SPRUNGER, BETTY A
 Source: Primarily USDA NAIP 2024 imagery; IDHS or Dynamap roads; FSA data 2025-05-22 12:05:02

2025 Certification map prepared on: 5/23/2025
 79.21 Tract acres
 77.2 Cropland acres
 0 CRP acres

Wetland Determination Identifiers:
● Restricted Use TRS: 31M15E33
▼ Limited Restrictions *Allen*
■ Exempt from Conservation Compliance Provisions

CRP
 CLU

CLU Acres: HEL LC Contract Prac Yr CI
 1 77.2 N 2 Y

Crop:
 Type:
 IUse:
 Date:
 Shares:

Intended use is grain and types are YEL (corn), COM (soybeans), and SRW (wheat) unless noted.

USDA FSA maps are for FSA program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts information provided directly from the producer and/or NAIP imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any use's reliance on this data outside FSA programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCS.

YEILDS & FERTILIZER

YEILDS & FERTILIZER

YIELDS AND FERTILIZER

2024 SOYBEANS – 60.6 BUSHEL X 77 = 4,666 TOTAL BUSHEL

2023 CORN – 211.8 BUSHEL X 77 = 16,309 TOTAL BUSHEL

2022 SOYBEANS – 64.7 BUSHEL X 77 = 4982 TOTAL BUSHEL

LITTER SPREAD FOR 2025 AND 2026 CROPS

TAX RECORD

PRELIMINARY TITLE

PRELIMINARY TITLE



First American

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

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

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

Issuing Agent: Metropolitan Title of Indiana, LLC
Issuing Office: 9604 Coldwater Road, Suite 105, Fort Wayne, IN 46825
Issuing Office File Number: 4035-270400
Property Address: 02-10-33-100-003.000-052, Woodburn, IN
Revision Number:



SCHEDULE A

1. Commitment Date: July 15, 2025 at 8:00 a.m.
2. Policy to be issued:
 - a. ALTA® Standard Owner's Policy
Proposed Insured: To Be Determined
Proposed Amount of Insurance: \$500.00
The estate or interest to be insured: See Item 3 below
 - b. ALTA® Standard Loan Policy
Proposed Insured: TBD - Lender, its successors and/or assigns that are defined as an insured in the Conditions of the policy, as their interests may appear
Proposed Amount of Insurance: \$500.00
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple
4. The Title is, at the Commitment Date, vested in:

Heirs and/or Devisees of the Estate of Betty Ann Sprunger, deceased
5. The Land is described as follows:

Situated in the County of Allen, State of Indiana, is described as follows:

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

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PRELIMINARY TITLE



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Indiana - 2021 v. 01.00 (07-01-2021)

The South half of the Northwest Quarter of Section 33, Township 31 North, Range 15 East, in Allen County, Indiana, as said in previous deed to contain 80 acres more or less. Less a parcel land containing 0.96 of an acre more or less described as follows to wit:

Commencing at a point on the West line of the Northwest Quarter of Section 33, Township 31 North, Range 15 East, said point being situated 600 feet north of the Southwest corner of said Quarter section; thence East at right angles to the West line of said Quarter section a distance of 200 feet; thence North Parallel to the West line of said Quarter section a distance of 210 feet; thence North parallel to the West line of said Quarter section a distance of 210 feet; thence West a distance of 200 feet to the West line of said quarter section; thence South along the West line of said Quarter Section a distance of 210 feet to the point of beginning.

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PRELIMINARY TITLE



First American

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

SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Note: Effective July 1, 2009, HEA 1374 (enacting Indiana Code 27-7-3.7) requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of \$10,000 or more must be in the forms of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000 may be in the form irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent, or check drawn on the trust account of a licensed real estate broker or other forms of Good Funds as referenced in Indiana Code 27-7-3.7. Personal checks may be accepted as provided under Indiana Code 27-7-3.7.
6. Indiana state law, effective July 1, 2023, prohibits ownership of real property by certain foreign parties. This law can be found at Indiana Code § 1-1-16. Any loss or damage incurred as a result of a violation of this law is excluded from coverage under the terms of a title insurance policy.

If a prohibited foreign entity or person is a party to this transaction, the Company must be notified in writing. The Company will not knowingly close or insure a transaction that violates the referenced state law.
7. You must file a Disclosure of Sales Information forms prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5. The disclosure form must be filed with the county auditor's office prior to recording.
8. You should contact the local municipality to obtain information regarding unpaid sewer and/or municipal assessments that are not a recorded lien against the land. We are not responsible for collecting at closing such unpaid assessments unless otherwise instructed.
9. This commitment is not effective until you provide us with the name of the Proposed Insured(s) and the Policy amount(s). We limit our liability to \$250.00 until you provide us with the Policy Amount(s).
10. Vendor's and/or Mortgagor's Affidavits to be executed at the closing.

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

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

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

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SCHEDULE B, PART II—Exceptions

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

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

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

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

Parcel No.: 02-10-33-100-003.000-052

May Installment of \$1,548.62 shows paid

November Installment of \$1,548.62 shows paid

Tax Year:	Current Year 2024 due 2025
Land:	\$180,100.00
Improvements:	\$0.00
Homeowners Exemption:	\$0.00
Supplemental Homestead:	\$0.00
Other Exemption:	\$0.00

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

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

8. Drainage/Ditch Assessment: Parcel No.: 02-10-33-100-003.000-052 (1009100 - Marsh Drain) For the year: 2025; May installment of \$197.60 shows paid; November installment of \$197.60 shows paid.
9. Drainage/Ditch Assessment: Parcel No.: 02-10-33-100-003.000-052 (1021100 - Edgerton-Carson Drai) For the year: 2025; May installment of \$197.60 shows paid; November installment of \$197.60 shows paid.
10. The Company is advised that Betty A. Sprunger is deceased. An unsupervised estate has been opened in Adams County in Circuit Court under Cause No. 01C01-2507-EU-000036.

The Company requires that the granting clause of the deed to the grantee include substantially the following language: Kent D. Stucky is the personal representative of the Estate of Betty A. Sprunger, deceased. This Estate is pending as Cause Number 01C01-2507-EU-000036, in the Circuit Court of the County. The Personal Representative, by virtue of the power given a personal representative under Indiana law, for good and sufficient consideration, conveys to TBD.

The Company reserves the right to add such further exceptions as may be appropriate if the deed will not be executed by Kent D. Stucky, as Personal Representative.

The attorney for the estate is David Baumgartner.

The date of death was June 29, 2025.

Note: This commitment is for informational purposes only and no final title policy will be issued.

11. Rights of way for drainage tiles, ditches, feeders, laterals, and legal drains and ditches, if any.

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12. Rights of the public, the State of Indiana and the municipality in and to that part of the land, if any, taken or used for road purposes, including utility right of way.
13. Exception is made to potential Barrett Law Assessments not yet confirmed as of the date of this search. The Barrett Law Office should be contacted for further information at (260) 427-1105.
14. Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.

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

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

VESTING DEED

Grantor:	Betty Ann Sprunger, as the Personal Representative of the Estate of Safara Shanebeck, deceased
Grantee:	Betty Ann Sprunger
Date of Recording:	July 18, 2001
Recorded:	Instrument No. 201049634
Grantor:	Betty Ann Sprunger, as the Personal Representative of the Estate of Magdalene L. Shanebeck, deceased
Grantee:	L. Shanebeck, deceased
Date of Recording:	Betty Ann Sprunger
Recorded:	July 15, 1996 Instrument No. 960038514
Grantor:	Magdalene L. Shanebeck, deceased
Grantee:	Safara Shanebeck
Date of Recording:	October 4, 1995
Recorded:	Instrument No. 95-047291
Grantor:	Safara Shanebeck and Magdalene L. Shanebeck, husband and wife
Grantee:	Safara Shanebeck and Magdalene L. Shanebeck, as tenants in common and not as tenants by the entirety and not as joint tenants
Date of Recording:	June 18, 1981
Recorded:	Instrument No. 81-012171
Grantor:	Herbert E. Shanebeck and Rosemary Shanebeck, husband and wife and Ezra Shanebeck and Elsie M. Shanebeck, husband and wife
Grantee:	Safara Shanebeck and Magdalene L. Shanebeck, husband and wife
Date of Recording:	February 10, 1959
Recorded:	Deed Book 549, page 554

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Grantor: Ervin C. Becker, as Executor of the Estate of Carl D. Becker
Grantee: Herbert E. Shanebeck and Rosemary Shanebeck, husband and wife and Ezra
Shanebeck and Elsie M. Shanebeck, husband and wife
Date of Recording: January 31, 1958
Recorded: Deed Book 536, Page 7

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

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

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ALTA COMMITMENT FOR TITLE INSURANCE

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

NOTICE

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

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

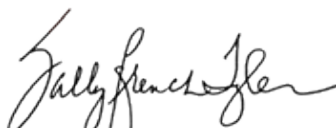
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

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 Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

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

FIRST AMERICAN TITLE INSURANCE COMPANY


Sally F. Tyler, President


Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements;
- f. Schedule B, Part II—Exceptions; and

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

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

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- 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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