

104.5± acres

Offered in 6 Tracts or Combinations

Spectacular

Tracts 3 & 6

EAST ALLEN FARM AUCTION

MONDAY, OCTOBER 20 • 6:00 PM at Harlan Christian Community Center
Harlan, IN • Online Bidding Available



Tracts 1-4

- One Owner Custom Built Home with Pond and Meyer Pole Building
- Scenic Building Sites
- Nearly 80 Productive Cropland Acres
- Great Hunting and Recreation Land



866.340.0445 • 260.749.0445 • SchraderFortWayne.com

INFORMATION Booklet

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.



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

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AUCTION TERMS & CONDITIONS:

PROCEDURE: The property will be offered in 6 tracts, any combination of tracts, and as a total unit. There will be open bidding on all tracts and combinations during the auction as determined by the Auctioneer. Bids on tracts, tract combinations and the total property may compete.

DOWN PAYMENT: TRACT 1 - \$10,000 down payment on the day of auction with the balance in cash at closing. OTHER TRACTS and Combinations with Tract 1: 10% down payment on the day of 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, and are capable of paying cash at closing.

ACCEPTANCE OF BID PRICES: All successful bidders will be required to enter into purchase agreements at the auction site immediately following the close of the auction. Seller reserves the right to reject any and all bids.

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

DEED: Seller shall provide a Warranty Deed(s).

CLOSING: The balance of the purchase price is due at closing, which will take place on or before November 24, 2025. Costs for an insured closing shall be shared 50:50 between Buyer(s) and Seller.

POSSESSION: Possession of Tracts 1 and 2 on day of closing, immediately following the closing, Possession of Tracts 3 - 6 subject to tenant farmer's 2025 crop.

REAL ESTATE TAXES: The Seller to pay all of 2025 taxes due in 2026. Buyer to pay all taxes thereafter.

DITCH ASSESSMENTS: Buyer shall pay all ditch assessments due after closing.

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

SURVEY: A new perimeter survey shall be prepared on the entirety prior to the auction. The Seller shall also provide a new survey where the tract divisions in this auction create new boundaries. Seller and successful bidder shall each pay half (50:50) of the cost of the survey. The type of survey performed shall be at the Seller's option and sufficient for providing title insurance. Combination purchases will receive a perimeter survey only.

TRACT MAP and ACRES: Pre-auction tract maps and acre estimates are approximations provided for identification and illustration purposes only. They are not provided for as survey products and are not intended to depict or establish authoritative boundaries or locations.

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

PERIMETER DRAIN TILE EASEMENT: Easement access will be provided over tracts in this property for perimeter drain tile outlets if perimeter drain tile outlets beyond each individual tract are required by the Allen County Board of Health.

AGENCY: Schrader Real Estate & Auction of Fort Wayne and its

representatives are exclusive agents of the Seller.

DISCLAIMER AND ABSENCE OF WARRANTIES: All information contained in this brochure and all related materials are subject to the terms and conditions outlined in the Purchase Agreement. The property is being sold on "AS IS, WHERE IS" basis, and no warranty or representation, either expressed, or implied, concerning the property is made by the Seller or the Auction Company. All sketches and dimensions in the brochure are approximate. Each potential bidder is responsible for conduct of his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in the brochure is subject to verifications by all parties relying on it. The Seller or the Auction Company assumes no liability for its accuracy, errors, or omissions. Conduct of the auction and increments of bidding are at the discretion of the Auctioneer. The Seller and Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the Auctioneer are final.

ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.

Owner: R & DZ Farms, LLC,
Richard P. and Doris J. Zirkelbach

Auction Manager:
Jerry Ehle • 260.410.1996

866.340.0445 • 260.749.0445

SchraderFortWayne.com



BOOKLET INDEX



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BIDDER PRE-REGISTRATION FORM

MONDAY, OCTOBER 20, 2025

104.5± 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 Monday, October 13, 2025.
Otherwise, registration available onsite prior to the auction.

BIDDER INFORMATION

(FOR OFFICE USE ONLY)

Name _____

Bidder # _____

Address _____

City/State/Zip _____

Telephone: (Res) _____ (Office) _____

My Interest is in Tract or Tracts # _____

BANKING INFORMATION

Check to be drawn on: (Bank Name) _____

City, State, Zip: _____

Contact: _____ Phone No: _____

HOW DID YOU HEAR ABOUT THIS AUCTION?

Brochure Newspaper Signs Internet Radio TV Friend

Other _____

WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?

Regular Mail E-Mail E-Mail address: _____

Tillable Pasture Ranch Timber Recreational Building Sites

What states are you interested in? _____

Note: If you will be bidding for a partnership, corporation or other entity, you must bring documentation with you to the auction which authorizes you to bid and sign a Purchase Agreement on behalf of that entity.

I hereby agree to comply with terms of this sale including, but not limited to, paying all applicable buyer's premiums, and signing and performing in accordance with the contract if I am the successful bidder. Schrader Real Estate and Auction Company, Inc. represents the Seller in this transaction.

Signature: _____ Date: _____

Online Auction Bidder Registration
104.5± Acres • Allen County, Indiana
Monday, October 20, 2025

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

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

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

1. My name and physical address is as follows:

My phone number is: _____

2. I have received the Real Estate Bidder's Package for the auction being held on Monday, October 20, 2025 at 6:00 PM (EST).
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$_____. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

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

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

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

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

9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Monday, October 13, 2025**. Send your deposit and return this form via fax or email to: **260-244-4431 or auctions@schraderauction.com**.

I understand and agree to the above statements.

Registered Bidder's signature

Date

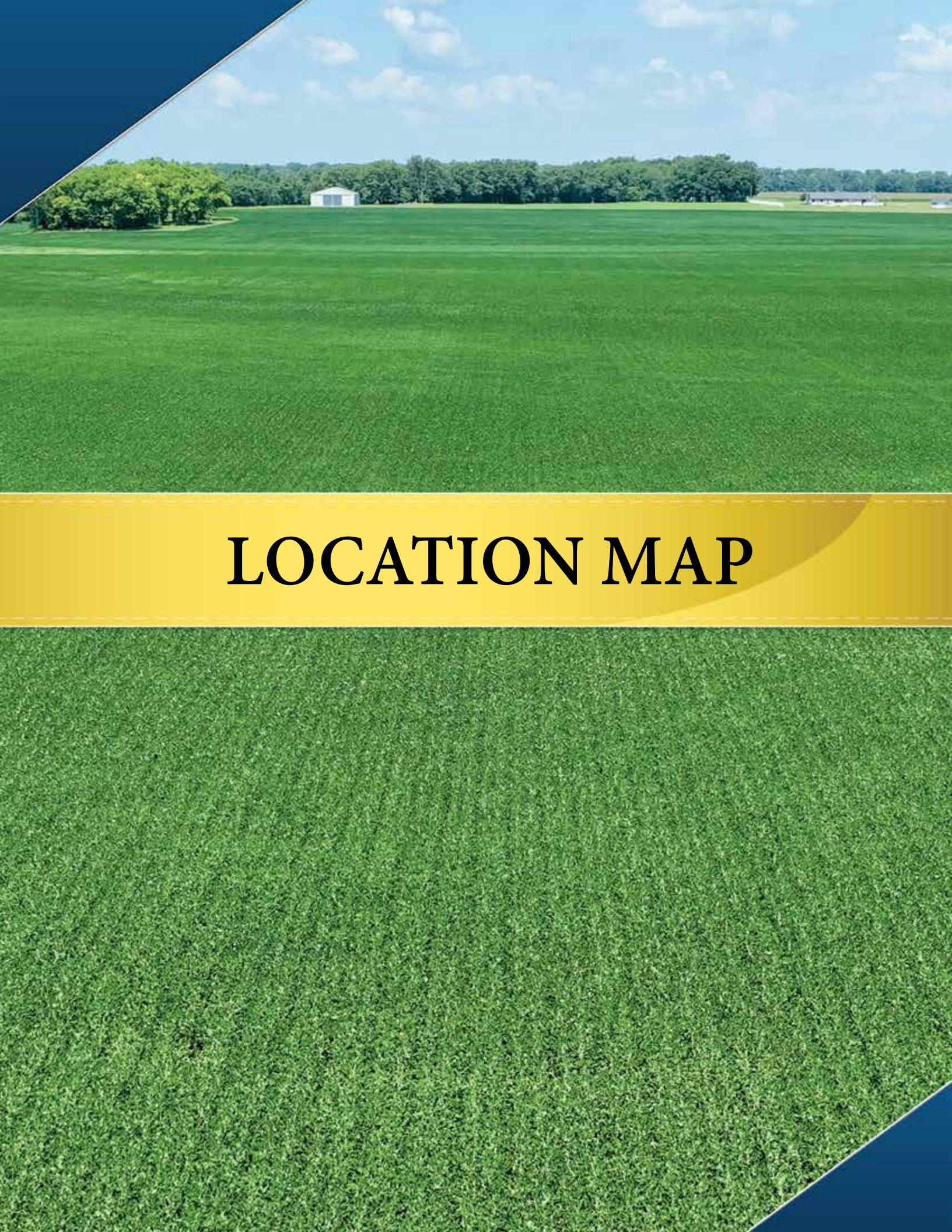
Printed Name

This document must be completed in full.

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

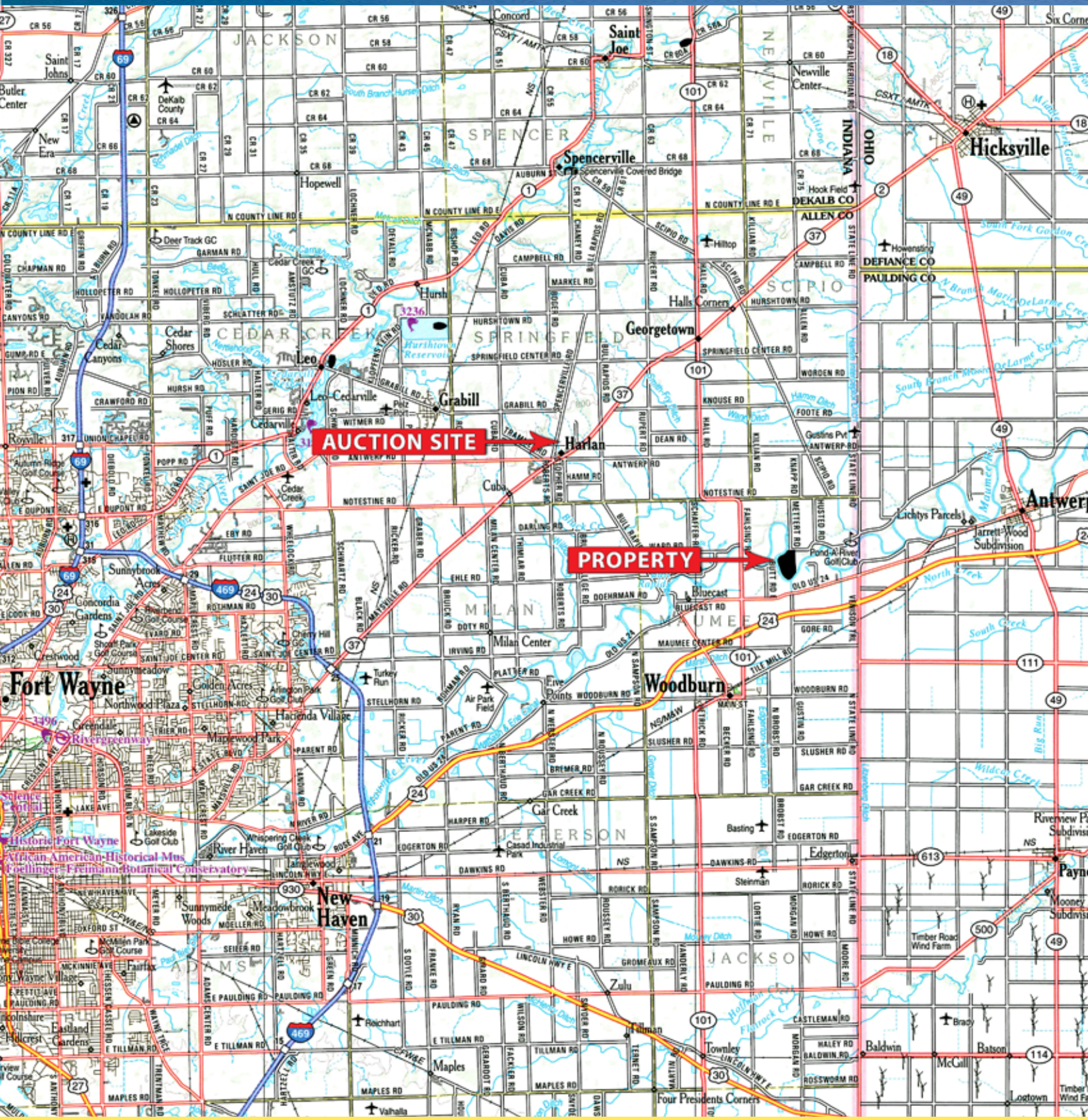
E-mail address of registered bidder: _____

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



LOCATION MAP

LOCATION MAP



PROPERTY LOCATION: 24212 River Rd, Woodburn, IN

Directions To Property: From 101 and Notestine Rd intersection, travel east 1 mile to Metter Rd, turn south and travel south 1 mile to property.

AUCTION LOCATION: Harlan Christian Community Center
12616 Spencerville Rd, Harlan, IN 46743



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



TRACT MAP

TRACT MAP

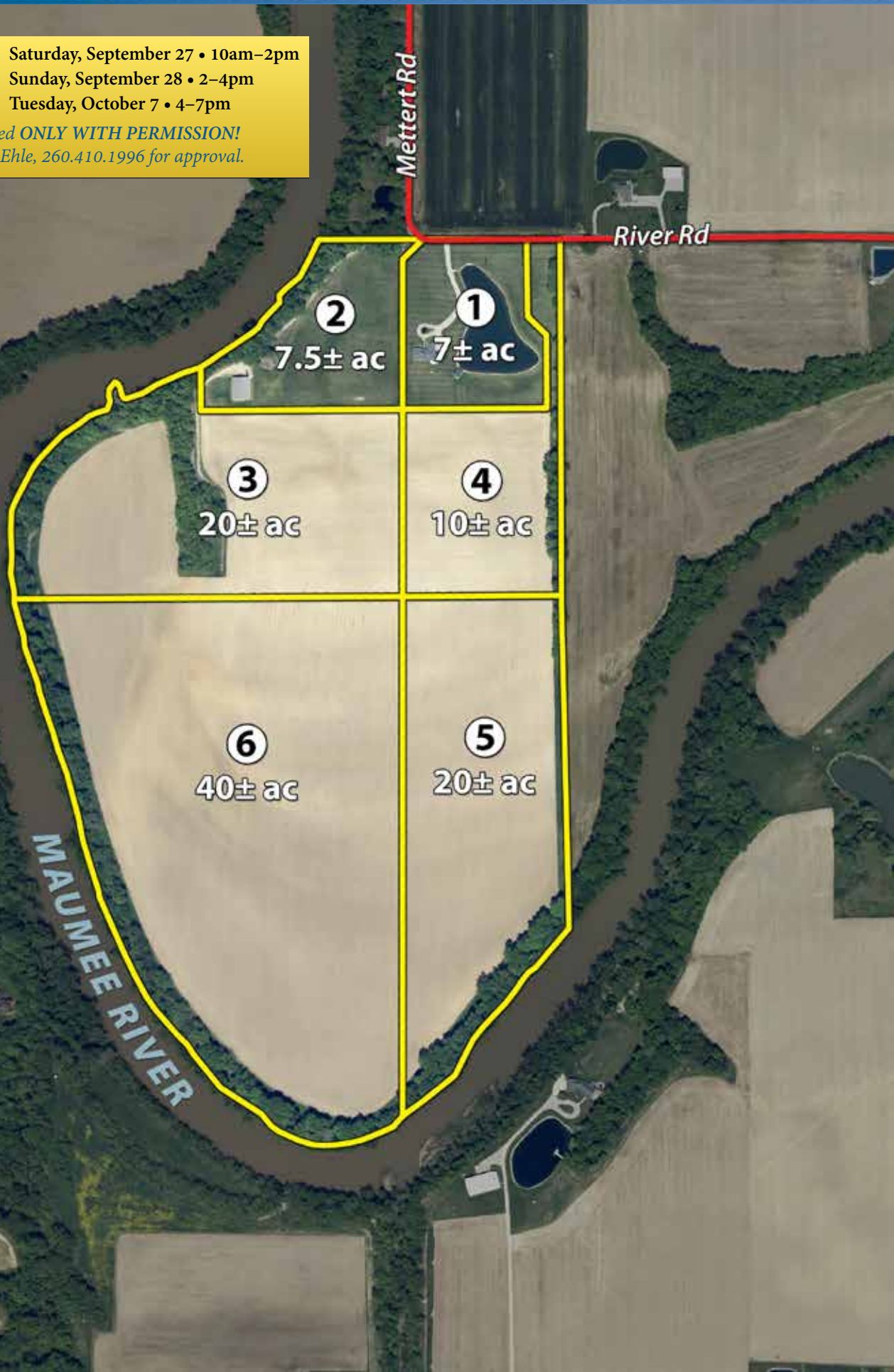
INSPECTION DATES: Saturday, September 27 • 10am–2pm

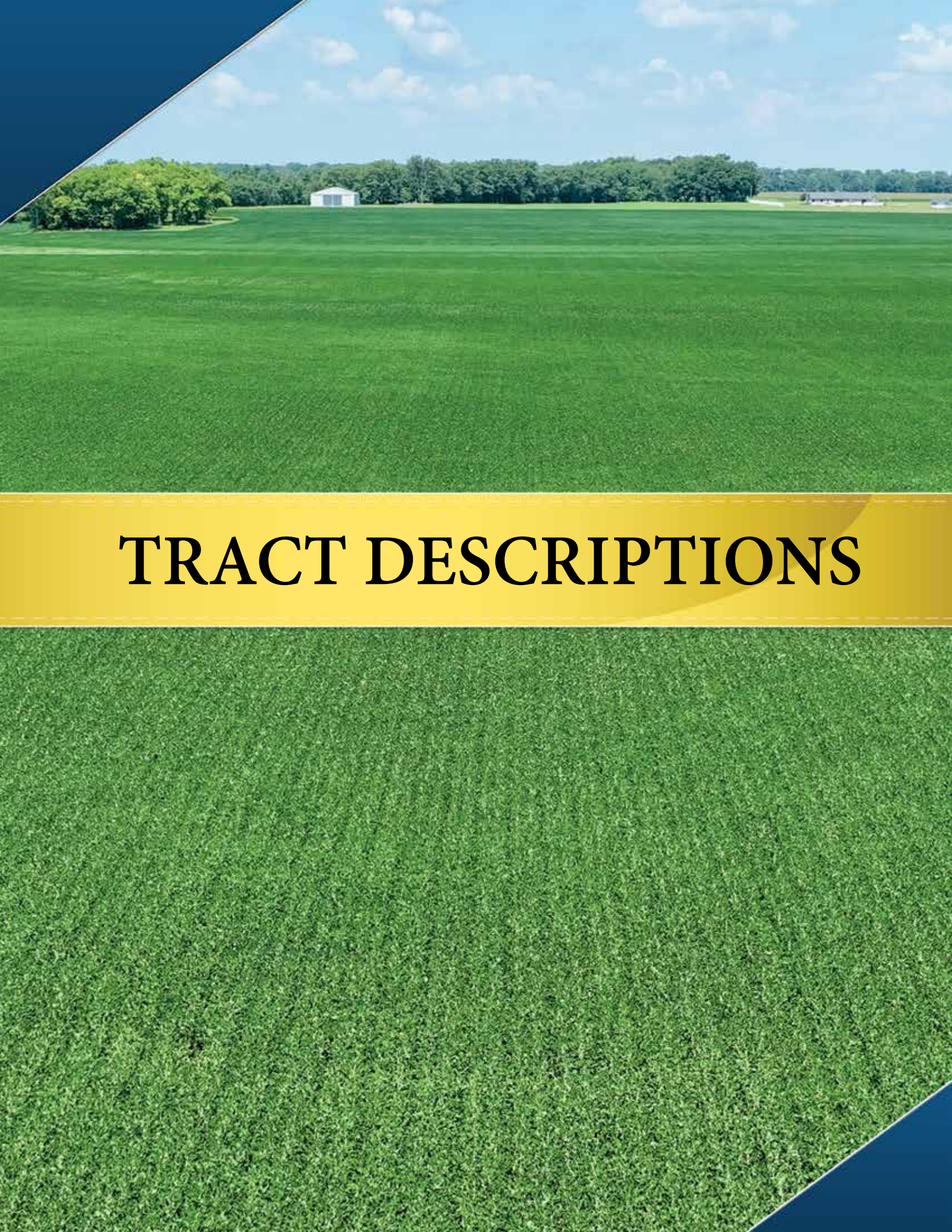
Meet a Schrader Representative at Sunday, September 28 • 2–4pm

the home on the following dates: Tuesday, October 7 • 4–7pm

Walkover inspections permitted **ONLY WITH PERMISSION!**

Call Auction Manager: Jerry Ehle, 260.410.1996 for approval.





TRACT DESCRIPTIONS

Spectacular

24212 River Rd, Woodburn, IN

EAST ALLEN FARM AUCTION

104.5± acres

Offered in 6 Tracts or Combinations

MONDAY, OCTOBER 20 • 6:00 PM

at Harlan Christian Community Center, 12616 Spencerville Rd
Harlan, IN 46743 • Online Bidding Available

Online Only
Personal Property Auction
Sunday, November 2 at 6pm

Pickup Truck, Antiques,
Furniture, I U Basketball
Memorabilia, Housewares

Tract 1: Custom-Built Home with Pond on 7± Acres, This one-owner partial brick home, built in 1986, offers over 4,100 sq. ft. of finished living space with 3 bedrooms, 3 full baths, and a fully finished basement—all set on 7± beautiful acres with a private pond.

Inside, the home features spacious rooms, solid 6-panel doors, 6" walls, and thoughtful updates throughout. The kitchen was updated in 2017 with counter top, backsplash and new cabinet pulls, complete with custom hickory cabinetry, laminate flooring, a large breakfast bar with built-in cooktop and down draft vent, and a walk-in pantry. There is an adjoining dining area overlooking the farm through sliding patio doors. Step outside to a Trex deck with vinyl railing or relax in the beautiful sunroom with peaceful pond views.

The main level also includes a formal dining room with bow window, a large vaulted family room with woodburning fireplace, and a private office with custom built-ins. The primary suite offers a spacious bath with garden tub, walk-in shower, and his-and-hers walk-in closets. Two additional bedrooms feature double closets, with two more full baths conveniently located nearby. The laundry room is also on the main level.

The finished basement boasts a second brick fireplace, a wet bar with back bar and shelving and plenty of room for entertaining.

Additional highlights include:

- 2+ car garage with workshop area
- Geothermal heating/cooling with pond loop
- Whole-house vacuum system & Generac generator
- Circular concrete drive & landscaped yard

The 1.5-acre stocked pond (approx. 18 ft. deep) is perfect for fishing and relaxing, complete with gazebo, pier, and storage shed. A white vinyl fence marks the west boundary of the property. This home combines comfort, craftsmanship, and a serene country setting—ready for its next owner.

TRACT 2: 54 x 80 Meyer Pole Building and 7.5± Acres, This tract offers a spectacular potential building site. The access will be via a 25' Roadway Easement approved through the Allen County Planning Commission. The drive will be owned by the buyer of Tract 2. The drive would also be subject to a 25' ingress / egress common easement only for purposes of agricultural use and hunting and recreation on Tracts 3–6.

The Meyer building has gravel floor and large double sliding doors on each end and a small service sliding door on one side.

This tract is level and overlooks the large scenic river bottom. The soils on this tract are mostly Whitaker silt loam. There would be approximately 700 feet of river frontage along this tract.

Combine with Tract 1 to complete the over 14 acre top side mini farm! Combine with Tract 3 for additional 20+ acres.

TRACT 3: 20± Acres, If not combined with Tract 2, this tract will be accessed via the common ingress/egress easement and would not be approved as a building site. If combined with Tract 2, then this could be a potential building site.

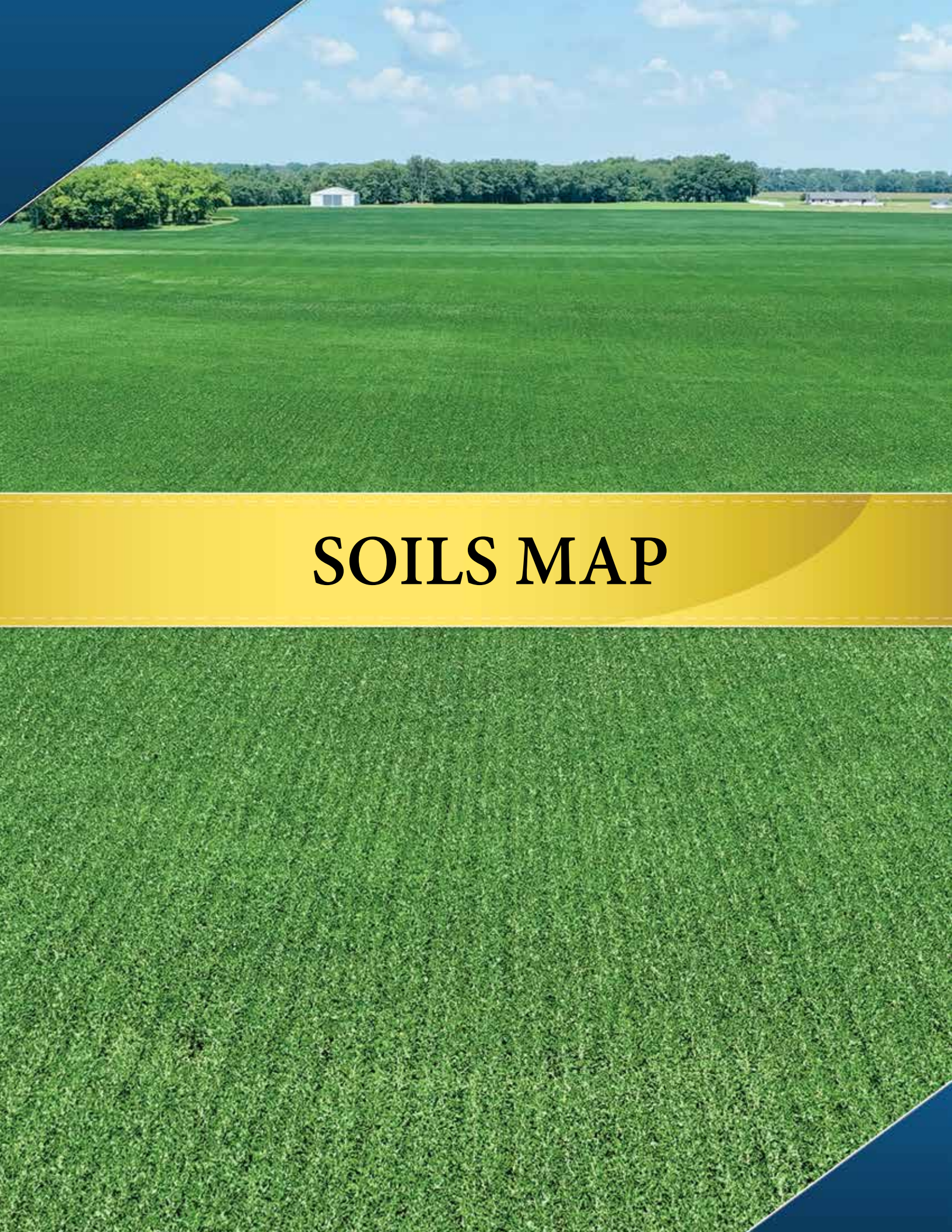
This tract offers some of the best hunting on the entire property as the ravine creates a natural wildlife passage. There is also a good stand of walnuts in this area. The soils are mostly Genesee loam and Genesee fine sandy loam making for quality productive tillable land. There would be nearly 1000 feet of river frontage along this tract.

TRACT 4: 10± Acres, This tract will be accessed via the 120 foot road frontage access. This offers a very scenic potential building site overlooking the entire river bottom. The soils are mostly Genesee silt loam. This tract would be subject to the 25 foot common ingress / egress to Tract 5.

Combine with Tract 1 to complete a 17± acre mini farm site!

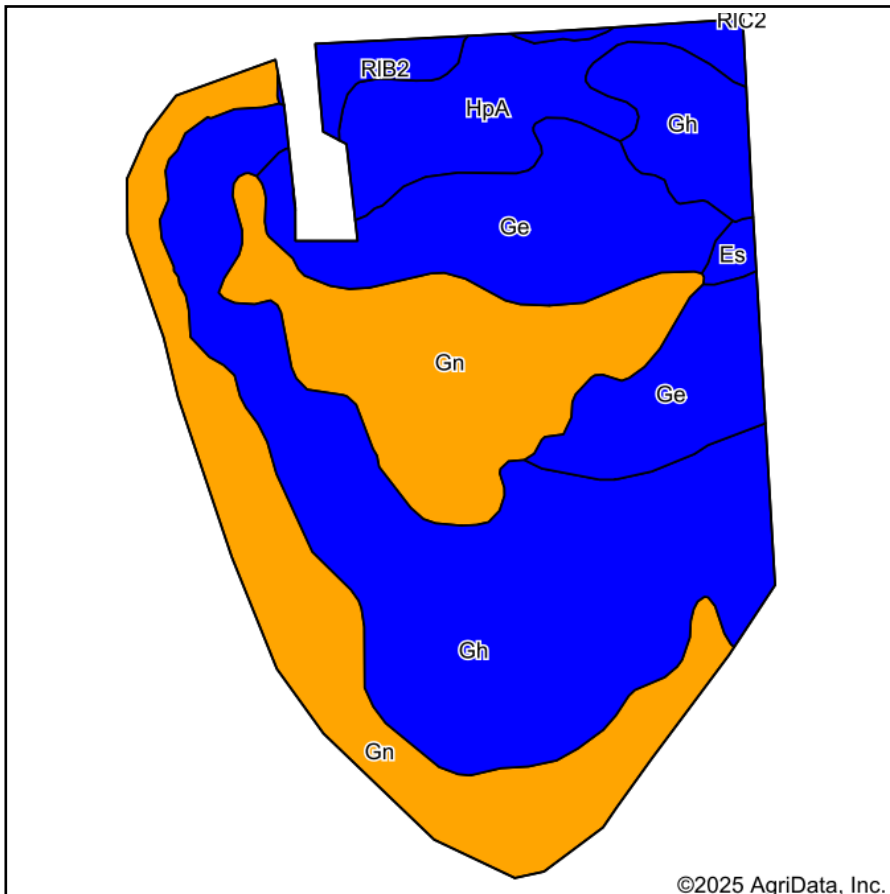
TRACT 5: 20± Acres, This tract is part of the very beautiful and productive river bottom farmland! It would be accessed via the common ingress / egress easement over Tract 4. The soils are mostly Genesee silt loam mixed with some Genesee loam and Genesee fine sandy loam at south end of the tract. A substantial stand of trees along the south end also provides for great hunting.

TRACT 6: 40± Acres, This tract is the larger part of the very beautiful and productive river bottom. The access would be via the common ingress / egress easement over the owned access of Tract 2 and 3. The soils are mostly Genesee fine sandy loam in the center with a large part of Genesee silt loam to the south. Combine with Tract 5 for nearly 60 acres of productive river bottom soils. Combine all 4 bottom tracts for nearly 90 total acres with approximately 80 acres being cropland acres. There is a substantial amount of river frontage along this tract.

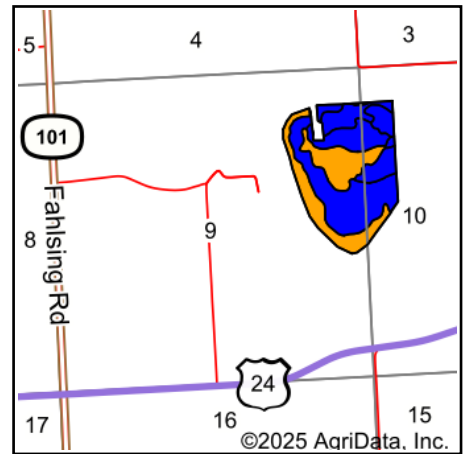


SOILS MAP

SOILS MAP



Soils data provided by USDA and NRCS.

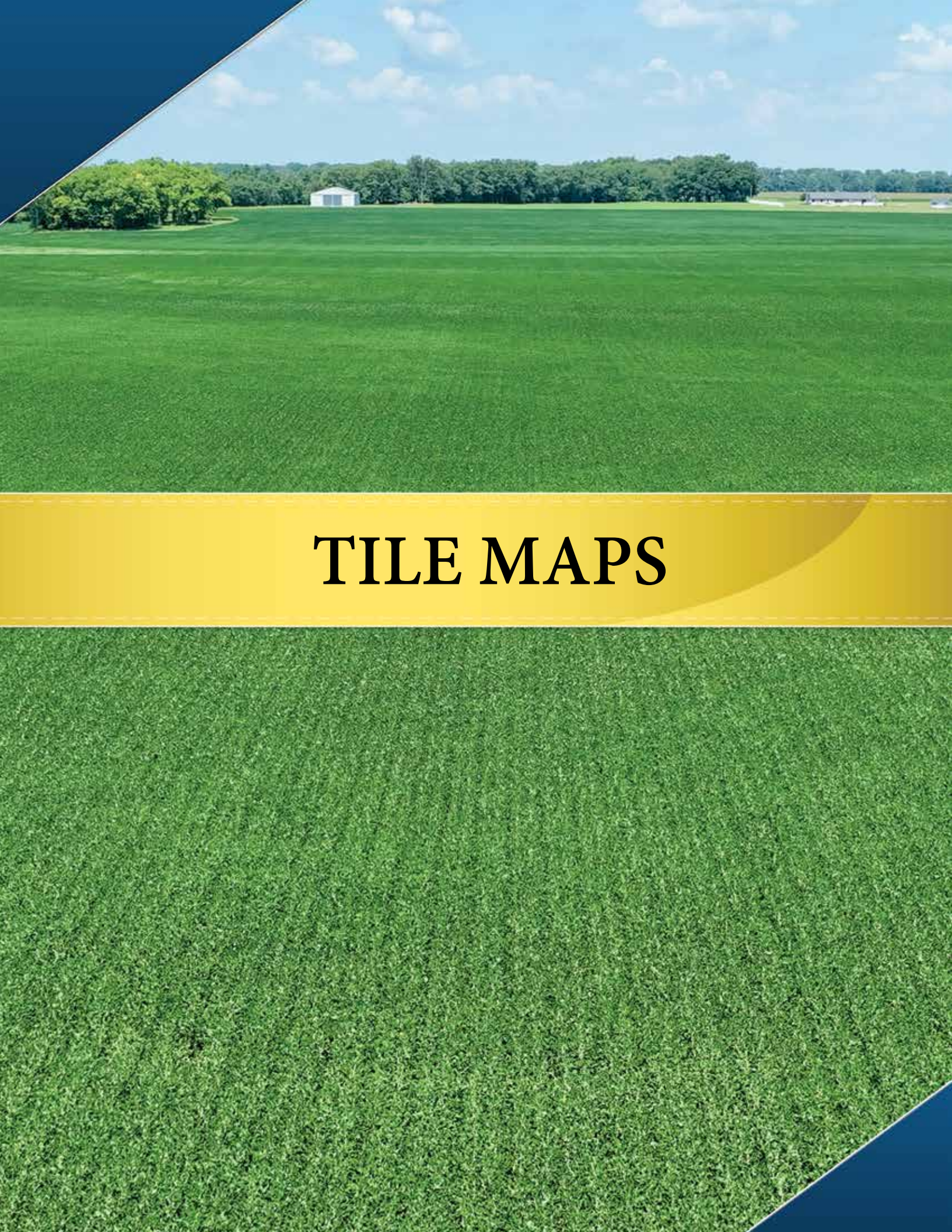


State: **Indiana**
 County: **Allen**
 Location: **9-31N-15E**
 Township: **Maumee**
 Acres: **84.77**
 Date: **8/8/2025**



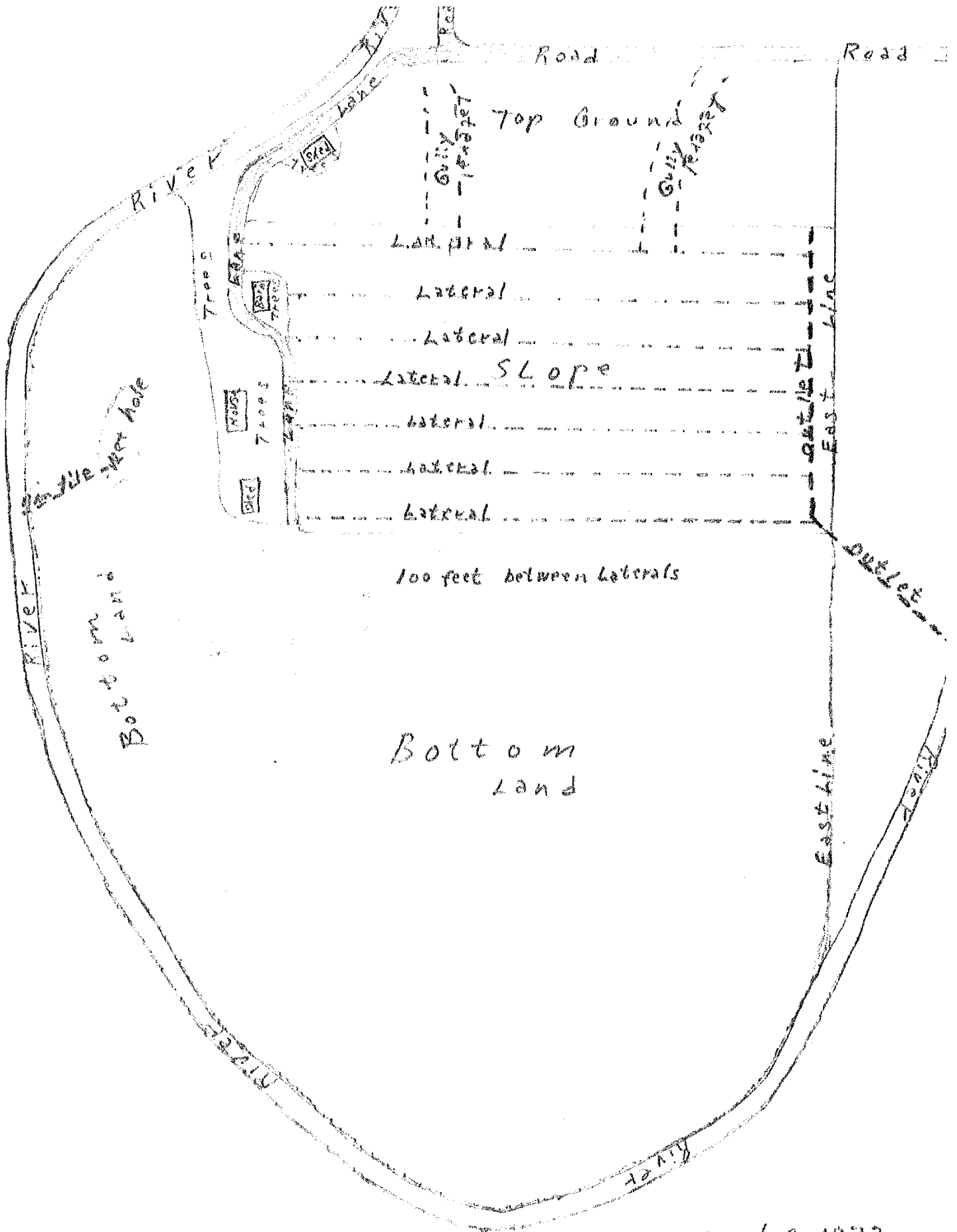
Area Symbol: IN003, Soil Area Version: 24

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Corn silage Tons	Grass legume hay Tons	Grass legume pasture AUM	Pasture AUM	Soybeans Bu	Winter wheat Bu
Gh	Genesee silt loam, 0 to 2 percent slopes, occasionally flooded	31.59	37.2%		Ilw	127		4	9		45	41
Gn	Genesee fine sandy loam, sandy variant	28.80	34.0%		Illw	86	17	3		5	30	43
Ge	Genesee loam, 0 to 2 percent slopes, occasionally flooded	15.14	17.9%		Ilw	127		4	9		45	41
HpA	Whitaker silt loam, 0 to 2 percent slopes	7.08	8.4%		Ilw	140	20	5		9	46	63
RIB2	Rawson loam, 2 to 6 percent slopes, moderately eroded	1.64	1.9%		Ile	133	19	5		9	47	60
Es	Eel silt loam, 0 to 2 percent slopes, frequently flooded	0.52	0.6%		Ilw	123		7	13		43	8
Weighted Average					2.34	114.2	7.8	3.8	5	2.6	40	43.7



TILE MAPS

TILE MAP



March 8, 1970



FSA INFORMATION

FSA INFORMATION

INDIANA ALLEN Form: FSA-156EZ See Page 2 for non-discriminatory Statements.	United States Department of Agriculture Farm Service Agency Abbreviated 156 Farm Record	FARM : 8511 Prepared : 8/7/25 8:13 AM CST Crop Year : 2025
--	--	---

Operator Name : XXXXXXXXXXXX
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
104.52	93.11	93.11	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	93.11	0.00		0.00	0.00	0.00	0.00	

Crop Election Choice		
ARC Individual	ARC County	Price Loss Coverage
None	WHEAT, CORN, SOYBN	None

DCP Crop Data				
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	22.60	0.00	51	
Corn	41.50	0.00	161	
Soybeans	20.40	0.00	41	
TOTAL	84.50	0.00		

NOTES

Tract Number : 3372
Description : P5/1A MAUMEE TWP S 9/10 S METTERT RD @ RIVER RD T
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 : RICHARD P ZIRKELBACH, DORIS J ZIRKELBACH, R & DZ FARMS LLC
Other Producers : None
Recon ID : None

Tract Land Data							
Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
104.52	93.11	93.11	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 : 8511
Prepared : 8/7/25 8:13 AM CST
Crop Year : 2025

Tract 3372 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	93.11	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	22.60	0.00	51
Corn	41.50	0.00	161
Soybeans	20.40	0.00	41
TOTAL	84.50	0.00	

NOTES

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) Mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) Fax: (202) 690-7442; or (3) Email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

FSA INFORMATION

USDA Farm 8511 Tract 3372

2025 Certification map prepared on: 5/23/2025

CRP

TRS: 31N15E9

Administered by: Allen County, Indiana

CLU

Allen

OP: XXXXXXXXXXXX

104.52 Tract acres

Wetland Determination Identifiers:

OW: R & DZ FARMS LLC

93.11 Cropland acres

● Restricted Use

0 CRP acres

▼ Limited Restrictions

■ Exempt from Conservation Compliance Provisions

Source: Primarily USDA NAIP 2024 imagery; IDHS or Dynamap roads; FSA data 2025-05-22 12:05:02

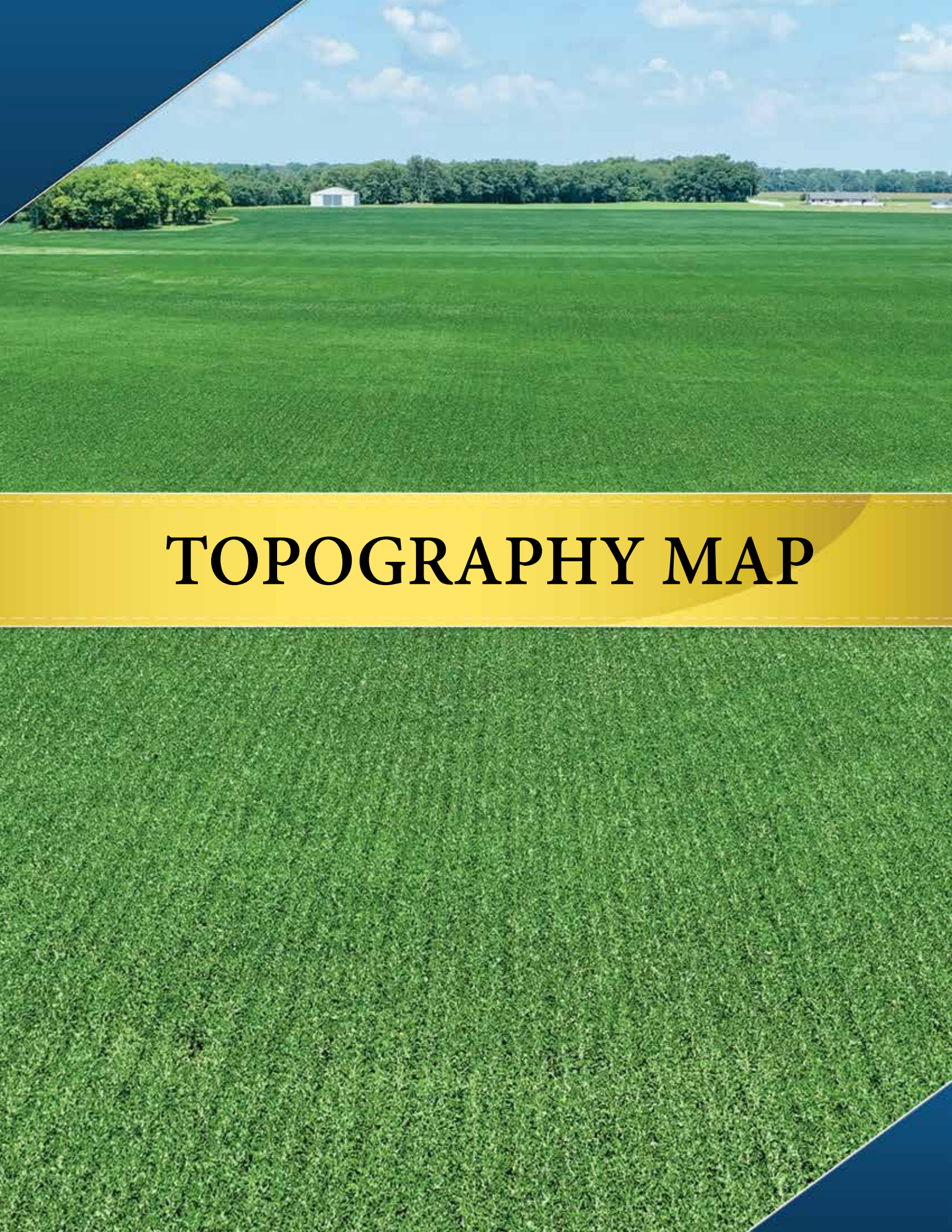
Intended use is grain and types are YEL (corn), COM (soybeans), and SRW (wheat) unless noted.



CLU	Acres	HEL	LC	Contract	Prac	Yr	C
1	84.77	N	2				Y
Crop:							
Type:							
IUse:							
Date:							
Shares:							
2	3.1	N	2				Y
Crop:							
Type:							
IUse:							
Date:							
Shares:							
4	5.24	N	2				Y
Crop:							
Type:							
IUse:							
Date:							
Shares:							

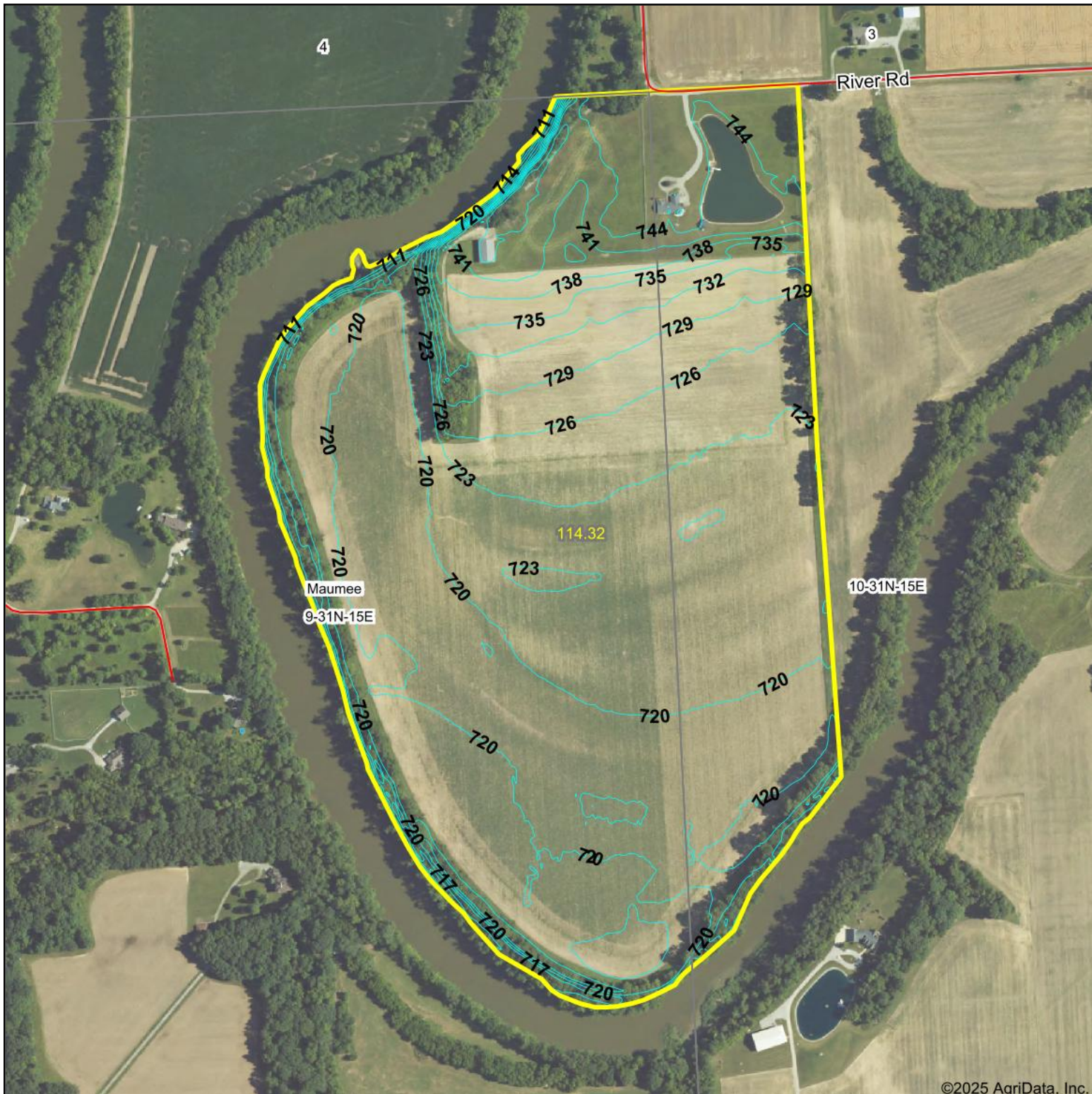
Farm 8511 Tract 3372

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



TOPOGRAPHY MAP

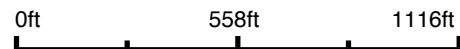
TOPOGRAPHY MAP



©2025 AgriData, Inc.



Source: USGS 3 meter dem
 Interval(ft): 3.0
 Min: 709.5
 Max: 747.3
 Range: 37.8
 Average: 725.3
 Standard Deviation: 8.27 ft



8/8/2025

9-31N-15E
Allen County
Indiana

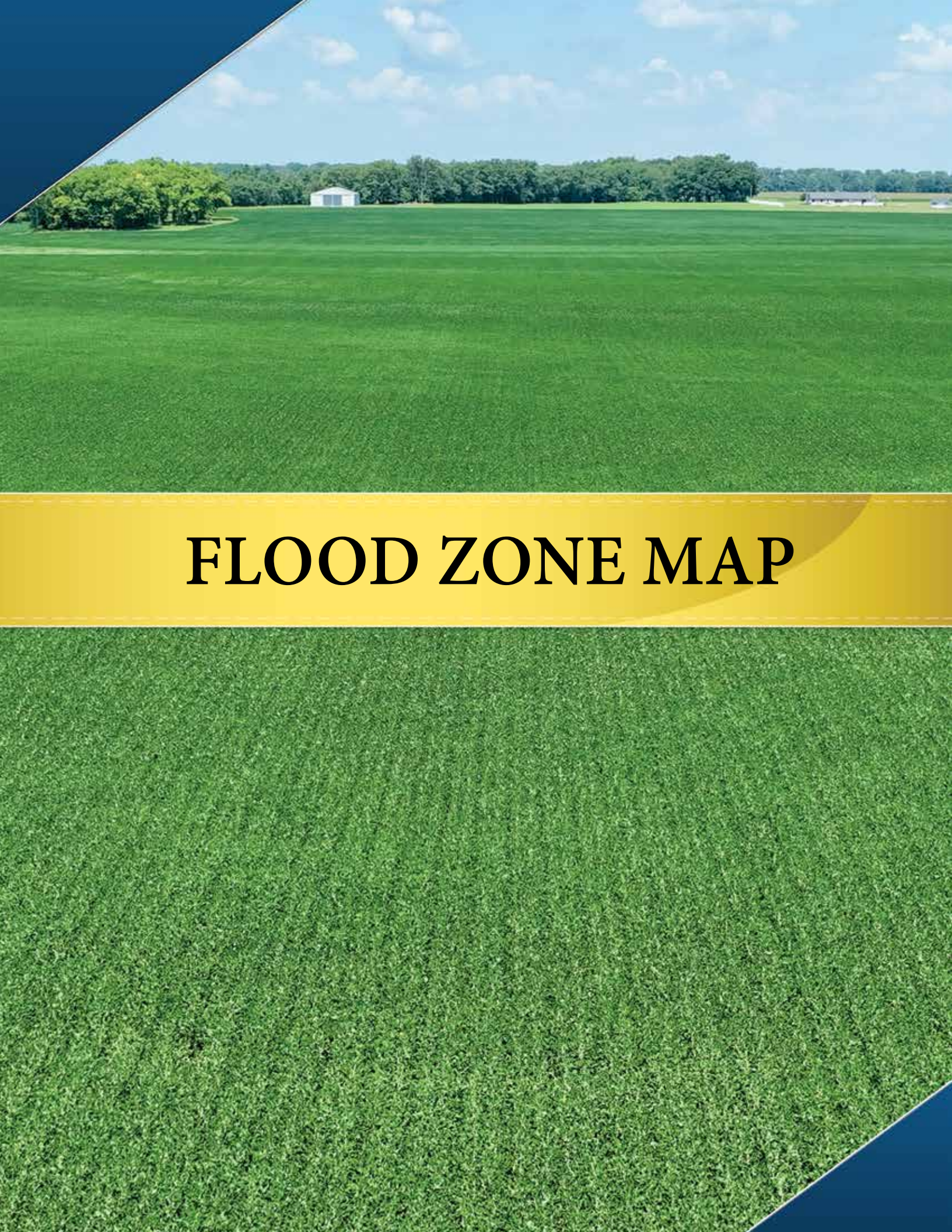
Boundary Center: 41° 9' 52.61, -84° 49' 53.05

Maps Provided By:



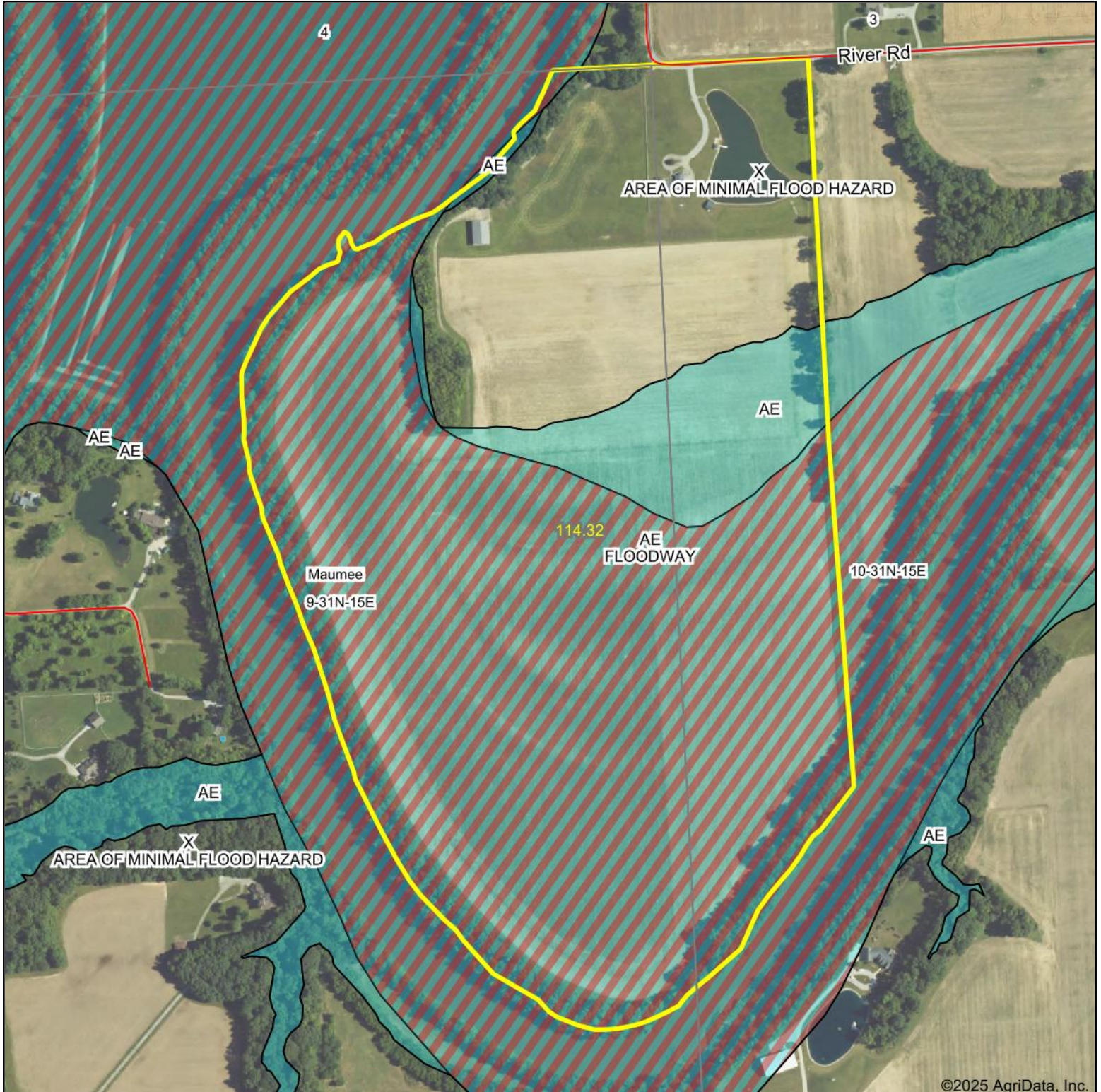
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www.AgriDataInc.com



FLOOD ZONE MAP

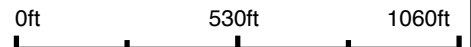
FLOOD ZONE MAP



©2025 AgriData, Inc.



Boundary Center: 41° 9' 52.61, -84° 49' 53.05



9-31N-15E
Allen County
Indiana



Maps Provided By:
 surety
CUSTOMIZED ONLINE MAPPING
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8/8/2025

Flood related information provided by FEMA



COUNTY RECORD CARD

COUNTY RECORD CARD

02-10-09-200-010.000-052
General Information
Parcel Number
 02-10-09-200-010.000-052
Local Parcel Number
 21-0009-0033

ZIRKELBACH RICHARD P L/EST
Ownership
 ZIRKELBACH RICHARD P L/EST TRS
 24212 RIVER RD
 WOODBURN, IN 46797-9798

24212 RIVER RD
Date
 01/02/2004
Owner
 ZIRKELBACH RICHA

101, Cash Grain/General Farm
Transfer of Ownership
Doc ID Code Book/Page Adj Sale Price V/I
 CW 03/14483 \$250,000 I

AG/RURAL RES HOMESIT
Notes

Tax ID:
Routing Number
 14.75 A Tr Ne Corner Sec 9 & Nw Corner Sec 10

Property Class 101
 Cash Grain/General Farm
Year: 2025

Location Information
County
 Allen
Township
 MAUMEE TOWNSHIP

District 052 (Local 021)
 052 MAUMEE (21)
School Corp 0255
 EAST ALLEN COUNTY

Neighborhood 521008-052
 AG/RURAL RES HOMESITES 01-0

Section/Plat
Location Address (1)
 24212 RIVER RD
 WOODBURN, IN 46797

Valuation Records (Work In Progress values are not certified values and are subject to change)

Assessment Year	Reason For Change	As Of Date	Valuation Method	Equalization Factor	Notice Required	2025	2025	2025	2024	2023	2023
2025	WIP	05/28/2025	Indiana Cost Mod	1.0000		\$61,900	\$65,000	\$63,700	AA	06/27/2023	AA
						\$37,500	\$37,500	\$37,500	Inf	04/07/2023	
						\$24,400	\$27,500	\$26,200			
						\$0	\$0	\$0			
						\$376,600	\$376,600	\$376,700			
						\$362,400	\$362,400	\$363,100			
						\$14,200	\$14,200	\$13,600			
						\$438,500	\$441,600	\$440,400			
						\$399,900	\$399,900	\$402,500			
						\$24,400	\$27,500	\$26,200			
						\$14,200	\$14,200	\$13,600			
						\$59,400	\$59,400	\$59,400			
						\$37,500	\$37,500	\$37,500			
						\$21,900	\$21,900	\$21,900			
						\$0	\$0	\$0			
						\$405,300	\$378,700	\$378,700			
						\$388,600	\$365,000	\$365,000			
						\$0	\$0	\$0			
						\$16,700	\$14,200	\$13,700			
						\$464,700	\$440,400	\$438,100			
						\$426,100	\$402,500	\$402,500			
						\$21,900	\$27,500	\$26,200			
						\$16,700	\$14,200	\$13,700			

Land Data (Standard Depth: Res 120', Cl 120' Base Lot: Res 0' X 0', Cl 0' X 0')

Land Type	Pricing Metho d	Soil ID	Act Front.	Size	Factor	Rate	Adj. Rate	Ext. Value	Infl. %	Market Factor	Cap 1	Cap 2	Cap 3	Value
9rr A	A	HAA	0	1.0000	1.00	\$37,500	\$37,500	\$37,500	0%	1.0000	100.00	0.00	0.00	\$37,500
4 A	A	HAA	0	5.544	1.06	\$2,120	\$2,247	\$12,457	0%	1.0000	0.00	100.00	0.00	\$12,460
4 A	A	HAA	0	0.834	1.11	\$2,120	\$2,353	\$1,962	0%	1.0000	0.00	100.00	0.00	\$1,960
4 A	A	RLB2	0	2.440	0.94	\$2,120	\$1,993	\$4,863	0%	1.0000	0.00	100.00	0.00	\$4,860
4 A	A	RLC2	0	1.023	0.85	\$2,120	\$1,802	\$1,843	0%	1.0000	0.00	100.00	0.00	\$1,840
4 A	A	WTR	0	1.605	0.50	\$2,120	\$1,060	\$1,701	0%	1.0000	0.00	100.00	0.00	\$1,700
41 A	A	HAA	0	0.228	1.06	\$2,120	\$2,247	\$512	-30%	1.0000	0.00	100.00	0.00	\$360
41 A	A	WTR	0	0.003	0.50	\$2,120	\$1,060	\$03	-30%	1.0000	0.00	100.00	0.00	\$00
42 A	A	HAA	0	0.124	1.06	\$2,120	\$2,247	\$279	-50%	1.0000	0.00	100.00	0.00	\$140
42 A	A	WTR	0	0.087	0.50	\$2,120	\$1,060	\$92	-50%	1.0000	0.00	100.00	0.00	\$50
72 A	A	WTR	0	1.605	0.50	\$2,120	\$1,060	\$1,701	-40%	1.0000	0.00	100.00	0.00	\$1,020
82 A	A	WTR	0	0.257	1.00	\$2,120	\$2,120	\$545	-100%	1.0000	0.00	100.00	0.00	\$00

Market Model
 Res | MAU 521008 (70-92)

Topography
 Characteristics
 Flood Hazard
 ERA

Public Utilities

 TIF

Streets or Roads

Neighborhood Life Cycle Stage
 Other
 Printed
 Friday, May 30, 2025

Review Group 2023
Collector 02/24/2023 tmlpaa
Appraiser 04/18/2023 chwiaa
Data Source N/A
Land Computations
 Calculated Acreage 14.75
 Actual Frontage 0
 Developer Discount
 Parcel Acreage 14.75
 81 Legal Drain NV 0.00
 82 Public Roads NV 0.26
 83 UT Towers NV 0.00
 9 Homesite 1.00
 91/92 Acres 0.00
 Total Acres Farmland 13.49
 Farmland Value \$24,390
 Measured Acreage 13.49
 Avg Farmland Value/Acre 1808
 Value of Farmland \$24,400
 Classified Total \$0
 Farm / Classified Value \$24,400
 Homesite(s) Value \$37,500
 91/92 Value \$0
 Supp. Page Land Value
 CAP 1 Value \$37,500
 CAP 2 Value \$24,400
 CAP 3 Value \$0
Total Value \$61,900

COUNTY RECORD CARD

2/2

AG/RURAL RES HOMESIT

101, Cash Grain/General Farm

24212 RIVER RD

ZIRKELBACH RICHARD P L/EST

02-10-09-200-010.000-052

General Information		
Occupancy	Single-Family	# TF
Description	Single-Family (2558 S	2 6
Story Height	1	0 0
Style	71 Newer Conv 1 stor	1 1
Finished Area	2558 sqft	1 1
Make		0 0
		4 8

Plumbing		
Full Bath		
Half Bath		
Kitchen Sinks		
Water Heaters		
Add Fixtures		
Total		

Accommodations		
Bedrooms	3	
Living Rooms	0	
Dining Rooms	1	
Family Rooms	1	
Total Rooms	7	

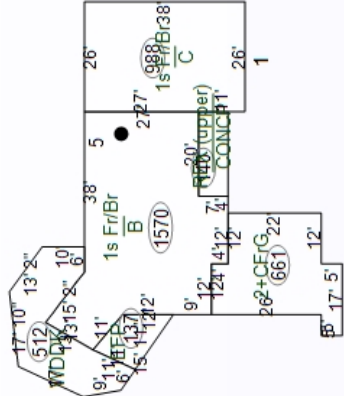
Floor Finish		
<input type="checkbox"/> Earth	<input checked="" type="checkbox"/> Tile	
<input checked="" type="checkbox"/> Slab	<input checked="" type="checkbox"/> Carpet	
<input checked="" type="checkbox"/> Sub & Joist	<input checked="" type="checkbox"/> Unfinished	
<input type="checkbox"/> Wood	<input type="checkbox"/> Other	
<input type="checkbox"/> Parquet		

Wall Finish		
<input checked="" type="checkbox"/> Plaster/Drywall	<input checked="" type="checkbox"/> Unfinished	
<input type="checkbox"/> Paneling	<input type="checkbox"/> Other	
<input type="checkbox"/> Fiberboard		

Roofing		
<input type="checkbox"/> Built-Up	<input type="checkbox"/> Metal	<input type="checkbox"/> Asphalt
<input type="checkbox"/> Wood Shingle	<input type="checkbox"/> Slate	<input type="checkbox"/> Tile
<input type="checkbox"/> Other		

Exterior Features		
Patio, Concrete	140	\$1,200
Canopy, Roof Extension	140	\$2,100
Porch, Enclosed Frame	137	\$10,600
Wood Deck	512	\$9,600

Heat Type		
Geothermal Only		



Specialty Plumbing		
Description	Count	Value

Cost Ladder		
Floor Constr	Base	Finish
1	92	2558
2		2558
3		
4		
1/4		
1/2		
3/4		
Attic		
Bsmt	1570	0
Crawl	988	0
Slab		

Adjustments		
Unfin Int (-)		\$0
Ex Liv Units (+)		\$0
Rec Room (+)	4:1520	\$27,700
Loft (+)		\$0
Fireplace (+)	MS:1 MO:2	\$8,000
No Heating (-)	1:2558	(\$12,400)
A/C (+)		\$0
No Elec (-)		\$0
Plumbing (+/-)	8-5 = 3 x \$800	\$2,400
Spec Plumb (+)		\$0
Elevator (+)		\$0

Summary of Improvements		
Description	LCM	Base Rate

Summary of Improvements		
Abn Obs	Remain. Value	Norm Dep

Summary of Improvements		
RCN	Size	Adj Rate

Summary of Improvements		
Eff Co	Eff Year	Grade

Summary of Improvements		
Eff Age	Year Built	Year

Summary of Improvements		
Eff Age	Year Built	Year

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Eff Age	Year Built	Year

Summary of Improvements		
Eff Age	Year Built	Year

Total this page \$376,600

Total all pages \$376,600

Total this page \$376,600



DISCLOSURE FORMS

REAL ESTATE DISCLOSURE



SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE State Form 46234 (R6/6-14)

Date (month, day, year) 08-17-2025

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) 24212 River Rd Woodburn IN 46297

1. The following are in the conditions 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			<input checked="" type="checkbox"/>		Cistern	<input checked="" type="checkbox"/>				
Clothes Dryer	<input checked="" type="checkbox"/>				Septic Field/Bed			<input checked="" type="checkbox"/>		
Clothes Washer	<input checked="" type="checkbox"/>				Hot Tub	<input checked="" type="checkbox"/>				
Dishwasher			<input checked="" type="checkbox"/>		Plumbing			<input checked="" type="checkbox"/>		
Disposal			<input checked="" type="checkbox"/>		Aerator System	<input checked="" type="checkbox"/>				
Freezer			<input checked="" type="checkbox"/>		Sump Pump	<input checked="" type="checkbox"/>				
Gas Grill	<input checked="" type="checkbox"/>				Irrigation Systems	<input checked="" type="checkbox"/>				
Hood			<input checked="" type="checkbox"/>		Water Heater/Electric			<input checked="" type="checkbox"/>		
Microwave Oven			<input checked="" type="checkbox"/>		Water Heater/Gas	<input checked="" type="checkbox"/>				
Oven			<input checked="" type="checkbox"/>		Water Heater/Solar	<input checked="" type="checkbox"/>				
Range			<input checked="" type="checkbox"/>		Water Purifier			<input checked="" type="checkbox"/>		
Refrigerator			<input checked="" type="checkbox"/>		Water Softener			<input checked="" type="checkbox"/>		
Room Air Conditioner(s)	<input checked="" type="checkbox"/>				Well	<input checked="" type="checkbox"/>				
Trash Compactor	<input checked="" type="checkbox"/>				Septic and Holding Tank/Septic Mound			<input checked="" type="checkbox"/>		
TV Antenna/Dish			<input checked="" type="checkbox"/>		Geothermal and Heat Pump			<input checked="" type="checkbox"/>		
Other:					Other Sewer System (Explain)	<input checked="" type="checkbox"/>				
					Swimming Pool & Pool Equipment	<input checked="" type="checkbox"/>				
								Yes	No	Do Not Know
					Are the structures connected to a public water system?				<input checked="" type="checkbox"/>	
					Are the structures connected to a public sewer system?				<input checked="" type="checkbox"/>	
					Are there any additions that may require improvements to the sewage disposal system?			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
					If yes, have the improvements been completed on the sewage disposal system?					
					Are the improvements connected to a private/community water system?					
					Are the improvements connected to a private/community sewer system?					
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				<input checked="" type="checkbox"/>	Attic Fan	<input checked="" type="checkbox"/>				
Burglar Alarm	<input checked="" type="checkbox"/>				Central Air Conditioning			<input checked="" type="checkbox"/>		
Ceiling Fan(s)			<input checked="" type="checkbox"/>		Hot Water Heat	<input checked="" type="checkbox"/>				
Garage Door Opener / Controls			<input checked="" type="checkbox"/>		Furnace Heat/Gas	<input checked="" type="checkbox"/>				
Inside Telephone Wiring and Blocks/Jacks			<input checked="" type="checkbox"/>		Furnace Heat/Electric			<input checked="" type="checkbox"/>		
Intercom		<input checked="" type="checkbox"/>			Solar House-Heating	<input checked="" type="checkbox"/>				
Light Fixtures			<input checked="" type="checkbox"/>		Woodburning Stove	<input checked="" type="checkbox"/>				
Sauna	<input checked="" type="checkbox"/>				Fireplace			<input checked="" type="checkbox"/>		
Smoke/Fire Alarm(s)			<input checked="" type="checkbox"/>		Fireplace Insert	<input checked="" type="checkbox"/>				
Switches and Outlets			<input checked="" type="checkbox"/>		Air Cleaner	<input checked="" type="checkbox"/>				
Vent Fan(s)			<input checked="" type="checkbox"/>		Humidifier			<input checked="" type="checkbox"/>		
60/100/200 Amp Service (Circle one)					Propane Tank			<input checked="" type="checkbox"/>		
Generator			<input checked="" type="checkbox"/>		Other Heating Source	<input checked="" type="checkbox"/>				

NOTE: Means a condition that would have a significant "Defect" 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 <u>Richard P. Zischelbach</u>	Date (mm/dd/yy) <u>8/18/25</u>	Signature of Buyer	Date (mm/dd/yy)
Signature of Seller <u>Wanda J. Zischelbach</u>	Date (mm/dd/yy) <u>8/18/25</u>	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)

REAL ESTATE DISCLOSURE

Property address (number and street, city, state, and ZIP code) 2412 River Rd Woodburn, IN 46799				
2. ROOF		YES	NO	DO NOT KNOW
Age, if known 2005 Years. 30		<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?			1	
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 any contamination caused by the manufacture or 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 of 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 for 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	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)
Signature of Seller	Date (mm/dd/yy)	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)



SEWER SYSTEM DISCLOSURE



Environmental Services Division ♦ Pollution Control Program
200 E. Berry Street, Suite 360 ♦ Fort Wayne, IN 46802

Phone: (260) 449-7530 ♦ Fax: (260) 449-3010 ♦ www.allencountyhealth.com

SELLER DISCLOSURE FORM FOR PROPERTIES SERVED BY ON-SITE SEWAGE SYSTEMS

NAME OF SELLER RICHARD AND DORIS ZIRKEEBACH TELEPHONE 260-460-2424
MAILING ADDRESS 24212 RIVER ROAD CITY WOODBURN STATE IN. ZIP 46797

Information on person authorized by seller is required only if seller authorizes someone to provide and sign form

PERSON AUTHORIZED BY SELLER _____ TELEPHONE _____
PRESENT ADDRESS _____ CITY _____ STATE _____ ZIP _____

The following real property is being offered for sale:

NUMBERED ADDRESS OF SITE: 24212 RIVER ROAD
CITY WOODBURN STATE IND ZIP 46797
LOT NUMBER — SUBDIVISION NAME _____
SECTION 9 + 10 TOWNSHIP NAME MAUMEE

This disclosure form is being provided by the Seller to a prospective Buyer because the property being offered for sale is served by an On-site Sewage System and is not connected to a public sewer. The Allen County Department of Health recommends that the Buyer retain a Certified Evaluator to evaluate any On-Site Sewage System prior to closing the sale transaction. The purpose of the recommended evaluation is to assess the functionality of the system and to determine if repairs to the system are required. If repairs are required to ensure proper/legal functionality, the outcome of the evaluation will allow the Buyer and the Seller to work together on this issue prior to the actual sale.

A Seller (or someone authorized by seller) must provide this Seller's Disclosure Form to a prospective buyer before an offer for the sale of real estate is accepted and shall make the property available for inspection/evaluation of the On-Site Sewage System prior to closing the sale transaction if Buyer requests said inspection/evaluation.

Should a Buyer or Seller desire an evaluation of an On-Site Sewage System, the Allen County Department of Health will provide a current list of Certified Evaluators to any person making a request for it. Any Onsite Sewage System evaluation conducted by a Certified Evaluator shall be performed according to the procedures established by the Allen County Department of Health.

For additional information, or to obtain a list of Certified Evaluators, please visit the Department of Health's website at <http://www.allencountyhealth.com/get-licensed/private-sewage-disposal-systems/>.

INFORMATION ABOUT CURRENT SEPTIC SYSTEM

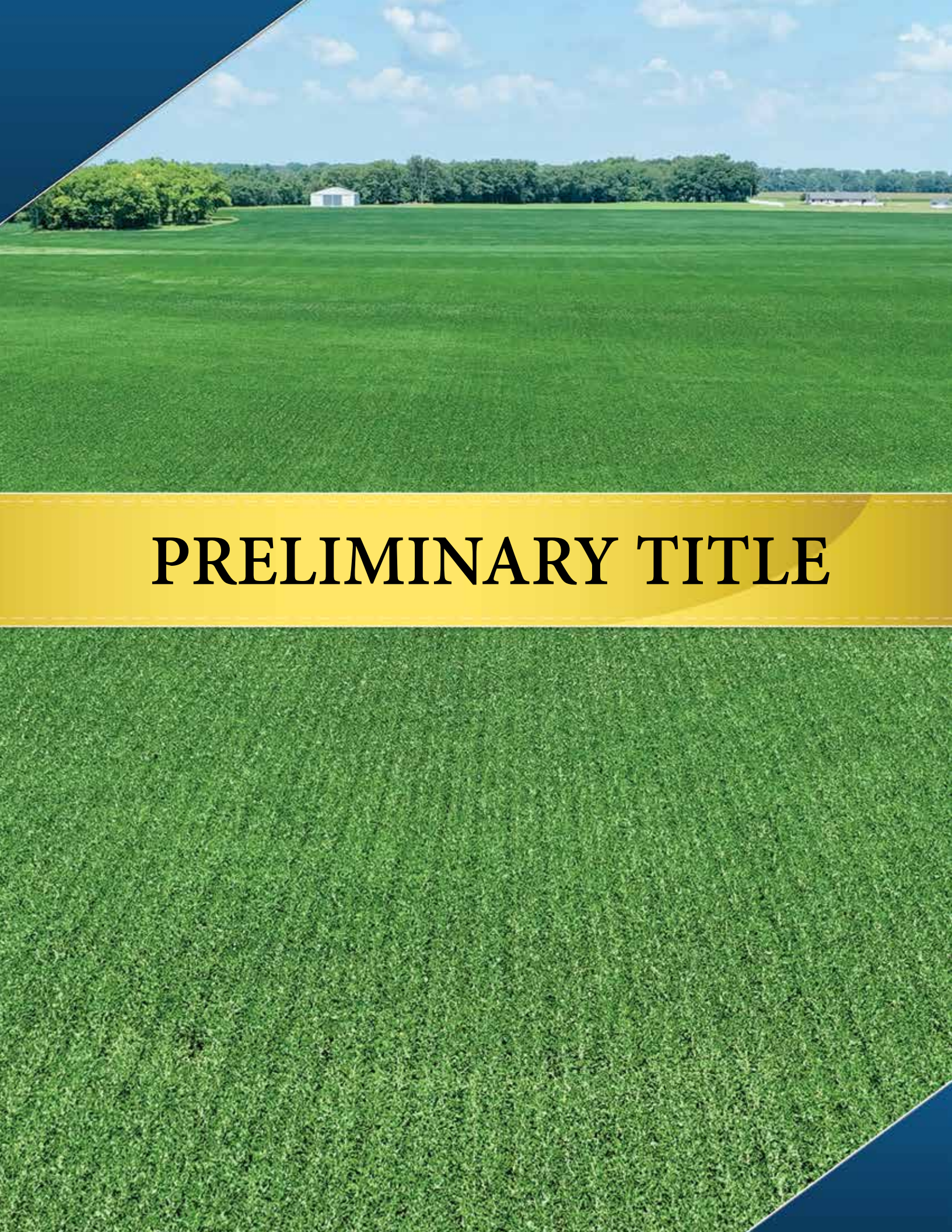
1. Have there been any updates/repairs since you purchased the property? No
2. When was the system last serviced and/or pumped? NOT PUMPED

THE SIGNATURES BELOW INDICATE THE PROVISION AND RECEIPT OF THIS DOCUMENT ONLY

Signature of Seller or Person Authorized by Seller Richard P Zinkebach Date 8-14-25

Signature of Prospective Buyer _____ Date _____

WITHIN 30 DAYS OF THE TRANSFER OF THE PROPERTY, A COPY OF THIS COMPLETED FORM MUST BE EMAILED TO FWACDOH.POLLUTION.CONTROL@ALLENCOUNTY.US, MAILED OR HAND-DELIVERED TO THE ADDRESS NOTED ABOVE OR FAXED TO (260) 449-3010 BY THE SELLER OR PERSON AUTHORIZED BY THE SELLER.



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: 4035-271709
Property Address: 24212 River Road, Woodburn, IN 46797
Revision Number:



SCHEDULE A

1. Commitment Date: August 12, 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 and each successor and/or assign that is defined as an Insured in the Conditions.
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

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

Richard P. Zirkelbach, as Initial Trustee under the Revocable Trust Agreement created by him as Settlor, dated May 2, 1996, an undivided one-half interest and Doris J. Zirkelbach, as Initial Trustee under the Revocable Trust agreement created by her as Settlor, dated May 2, 1996, an undivided one-half interest, subject to the undivided one-half life estate interest of Richard P. Zirkelbach and the undivided one half-life estate interest of Doris J. Zirkelbach as evidenced by Instrument No. 204000223 (Parcel I)

R&DZ Farms, LLC, an Indiana limited liability company (Parcel II)

5. The Land is described as follows:

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

PARCEL I:

Part of the East Half of the Section 9, Township 31 North, Range 15 East, and part of the West Half of the West Half of Section 10, Township 31 North, Range 15 East, Allen County, Indiana, described as follows:

Beginning at the Northeast corner of the West Half of the West Half of said Section 10, being also the Northeast corner of real estate described in Doc. 74-2220 in the Office of the Recorder of Allen County; thence South 00 degrees 17 minutes 11 seconds East (based on an assumed bearing of North 90 degrees 00 minutes 00 seconds East on the North line of said West Half of the West Half) on the East line of said Doc. 74-2220, being also the East line of said West Half of the West Half, 607.14 feet; thence South 89 degrees 23 minutes 52 seconds West 1308.14 feet to a point on the East Half of said Section 9; thence North 00 degrees 47 minutes 28 seconds East 103.82 feet to the Southerly top of bank of the Maumee River; thence on said Southerly top of bank, the following 7 courses: North 65 degrees 51 minutes 19 seconds East 25.27 feet, North 59 degrees 12 minutes 04 seconds East 132.07 feet, North 65 degrees 07 minutes 47 seconds East 83.46 feet, North 49 degrees 18 minutes 35 seconds East 105.59 feet, North 42 degrees 13 minutes 58 seconds East 145.34 feet, North 29 degrees 06 minutes 05 seconds East 169.47 feet and North 33 degrees 18 minutes 06 seconds East 105.19 feet to the South line of real estate described in Doc. 71-15560; thence South 85 degrees 05 minutes 50 seconds East on said South line, 246.24 feet to the Northwest corner of said East Half, being also the Northwest corner of said West Half of the West Half; thence North 90 degrees 00 minutes 00 seconds East on the North line of said West Half of the West Half, 535.36 feet to the point of beginning, said in previous deed to contain 14.75 acres, more or less.

PARCEL II:

71.3 acres lying East and North of the Maumee River in the East Half of Section 9; and the West 33 acres lying North of the Maumee River in the West Half of the West Half of Section 10, all in Township 31 North, Range 15 East, Allen County, Indiana.

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EXCEPTING THEREFROM:

Part of the East Half of the Section 9, Township 31 North, Range 15 East, and part of the West Half of the West Half of Section 10, Township 31 North, Range 15 East, Allen County, Indiana, described as follows:

Beginning at the Northeast corner of the West Half of the West Half of said Section 10, being also the Northeast corner of real estate described in Doc. 74-2220 in the Office of the Recorder of Allen County; thence South 00 degrees 17 minutes 11 seconds East (based on an assumed bearing of North 90 degrees 00 minutes 00 seconds East on the North line of said West Half of the West Half) on the East line of said Doc. 74-2220, being also the East line of said West Half of the West Half, 607.14 feet; thence South 89 degrees 23 minutes 52 seconds West 1308.14 feet to a point on the East Half of said Section 9; thence North 00 degrees 47 minutes 28 seconds East 103.82 feet to the Southerly top of bank of the Maumee River; thence on said Southerly top of bank, the following 7 courses: North 65 degrees 51 minutes 19 seconds East 25.27 feet, North 59 degrees 12 minutes 04 seconds East 132.07 feet, North 65 degrees 07 minutes 47 seconds East 83.46 feet, North 49 degrees 18 minutes 35 seconds East 105.59 feet, North 42 degrees 13 minutes 58 seconds East 145.34 feet, North 29 degrees 06 minutes 05 seconds East 169.47 feet and North 33 degrees 18 minutes 06 seconds East 105.19 feet to the South line of real estate described in Doc. 71-15560; thence South 85 degrees 05 minutes 50 seconds East on said South line, 246.24 feet to the Northwest corner of said East Half, being also the Northwest corner of said West Half of the West Half; thence North 90 degrees 00 minutes 00 seconds East on the North line of said West Half of the West Half, 535.36 feet to the point of beginning, said in previous deed to contain 14.75 acres, more or less.

Together with an easement for ingress and egress for the benefit of Parcel II, described as follows:

Beginning at the Northeast corner of the East Half of said Section 9, being also the Northwest corner of the West Half of the West Half of said Section 10; thence South 00 degrees 17 minutes 11 seconds East 30.00 feet; thence North 85 degrees 05 minutes 50 seconds West 90.00 feet; thence South 58 degrees 08 minutes 26 seconds West 177.23 feet; thence South 43 degrees 32 minutes 20 seconds West 180.00 feet; thence South 476 degrees 02 minutes 03 seconds West 240.00 feet; thence South 57 degrees 37 minutes 29 seconds West 235.45 feet; thence South 00 degrees 47 minutes 28 seconds West 84.59 feet to the South line of the above described real estate; thence South 89 degrees 23 minutes 52 seconds West on said South line, 30.00 feet; thence North 00 degrees 47 minutes 28 seconds East 103.82 feet to the Southerly top of bank of the Maumee River; thence on said Southerly top of bank, the following 7 courses: North 65 degrees 51 minutes 19 seconds East 25.27 feet, North 59 degrees 12 minutes 04 seconds East 132.07 feet, North 55 degrees 07 minutes 47 seconds East 83.46 feet, North 49 degrees 18 minutes 35 seconds East 105.59 feet, North 42 degrees 13 minutes 58 seconds East 145.34 feet, North 29 degrees 06 minutes 05 seconds East 169.47 feet, and North 33 degrees 18 minutes 06 seconds East 105.19 feet to the South line of real estate described in Doc. 71-15560; thence South 85 degrees 05 minutes 50 seconds East on said South line, 246.24 feet to the point of beginning.

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SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

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

If a prohibited foreign entity or person is a party to this transaction, the Company must be notified in writing. The Company will not knowingly close or insure a transaction that violates the referenced state law.

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

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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.: 02-10-09-200-010.000-052 (14.75 a tr NE corner Sec 9 & NW corner Sec 10)

May Installment of \$1,946.80 shows paid

November Installment of \$1,946.80 shows unpaid

Tax Year:	Current Year 2024 due 2025
Land:	\$63,700.00
Improvements:	\$376,700.00
Homeowners Exemption:	\$48,000.00
Supplemental Homestead:	\$132,225.00
Other Exemption:	\$18,400.00 (Geothermal Eng)

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

Parcel No.: 02-10-09-200-011.000-052 (E 1/2 frl NE 1/4 ex pt Sec 9)

May Installment of \$718.84 shows paid

November Installment of \$718.84 shows unpaid

Tax Year:	Current Year 2024 due 2025
Land:	\$83,600.00
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.

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

Parcel No.: 02-10-10-100-001.000-052 (W 33a NW 1/4 N of River ex N 607.14 ft Sec 10)

May Installment of \$318.15 shows paid

November Installment of \$318.15 shows unpaid

Tax Year:	Current Year 2024 due 2025
Land:	\$37,000.00
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.

10. It is necessary that a copy of the trust be provided to METROPOLITAN TITLE OF INDIANA, LLC prior to closing, for review.
11. Life Estate Interest of Richard P. Zirkelbach and Doris J. Zirkelbach, each an undivided one-half interest, as evidenced by instrument recorded in 204000223.
12. Submit to the Company the Operating Agreement, including any amendments thereto, of R&DZ Farms, LLC, and the Certificate from the appropriate office in its state of domicile evidencing proper filing of the Articles of Organization.
- The above must be submitted to the Company for review before closing. The Company reserves the right to make further requirements and/or exceptions based upon examination of same.
13. If the Articles of Organization do not appoint a Manager, we require a resolution signed by all members approving the execution of the Limited Liability Company Warranty Deed or Mortgage and appointing an individual to sign the Limited Liability Company Warranty Deed or Mortgage.
14. Easement for ingress and egress as set out in Warranty Deed recorded May 17, 1996 as Instrument No. 960027175.

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15. Rights of the United States, State of Indiana and the public for commerce, navigation, recreation and fishery, in any portion of the land lying within or comprising the bed of Maumee River, within and adjacent to the subject land, or land created by fill or artificial accretion.
16. The nature, extent or lack of riparian rights or the riparian rights of riparian owners and the public in and to the use of Maumee River.
17. Any adverse claim based upon the assertion that: a) The land described in Schedule A, or any part thereof, is now or at any time has been below the ordinary low water mark of Maumee River; b) Some portion of said land has been created by artificial means or has accreted to such portion so created; or c) Some portion of said land has been brought within the boundary thereof by an avulsive movement of Maumee River, or has been formed by accretion to any such portion. The Company assumes no responsibility for any loss, cost, damage or expense due to or arising out of the failure of all the improvements associated with the land being located within the bounds of the land's description set out in Schedule A, including but not limited to docks and piers.
18. Any adverse claim based upon the assertion that: a) The land described in Schedule A, or any part thereof, is now or at any time has been below the ordinary low water mark of the pond; b) Some portion of said land has been created by artificial means or has accreted to such portion so created; or c) Some portion of said land has been brought within the boundary thereof by an avulsive movement of the pond, or has been formed by accretion to any such portion. The Company assumes no responsibility for any loss, cost, damage or expense due to or arising out of the failure of all the improvements associated with the land being located within the bounds of the land's description set out in Schedule A, including but not limited to docks and piers.
19. 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.
20. Rights of way for drainage tiles, ditches, feeders, laterals, and legal drains and ditches, if any.
21. 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.
22. 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.

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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.

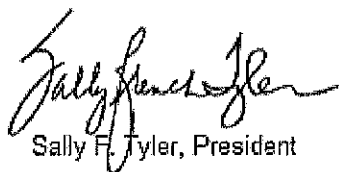
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.


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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PRELIMINARY TITLE



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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

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

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PRELIMINARY TITLE



First American

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

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

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PRELIMINARY TITLE



First American

**Commitment for Title Insurance
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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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SECTION HEADER

THIS FORM HAS BEEN PREPARED FOR USE IN THE STATE OF INDIANA BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS, AND INSERTION OF SPECIAL CLAUSES, MAY CONSTITUTE THE PRACTICE OF LAW WHICH SHOULD ONLY BE DONE BY A LAWYER.

Mail tax bills to: M/M Richard P. Zirkelbach 24212 River Rd., Woodburn, IN 46795 **WARRANTY DEED** #960027175 Page 1

THIS INDENTURE WITNESSETH, That RICHARD P. ZIRKELBACH and DORIS J. ZIRKELBACH, husband and wife

["Grantor"] of Allen County in the State of Indiana CONVEYS AND WARRANTS TO ZIRKELBACH FARMS, INC.

Doc. No. 960027175
Receipt No. 856
Date 05/17/1996 10:54:30
DEED 8.00
SCSF 1.00
Total 12.00

of Allen County in the State of Indiana in consideration of One Dollar and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following described real estate in Allen County, in the State of Indiana.

See Exhibit "A"

RECORDED
05/17/1996 10:54:36
RECORDER
VERENICE L. YOUNG
ALLEN COUNTY, IN

Dated this 2nd day of May, 1996.

Richard P. Zirkelbach
(Signature)
Richard P. Zirkelbach
(Printed Name)

Doris J. Zirkelbach
(Signature)
Doris J. Zirkelbach
(Printed Name)

Doris J. Zirkelbach
(Signature)
Doris J. Zirkelbach
(Printed Name)
DULY ENTERED FOR TAXATION

MAY 17 1996

STATE OF INDIANA
COUNTY OF Allen ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 2d day of May, 1996, personally appeared Richard P. Zirkelbach and Doris J. Zirkelbach, husband and wife, and acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal.
My commission expires Aug 9, 1997 Signature *George N. Bewley, Jr.*
Resident of Allen County Printed *George N. Bewley, Jr.* Notary Public

STATE OF INDIANA
COUNTY OF ss:

Before me, the undersigned, a Notary Public in and for said County and State, this day of 1996, personally appeared and acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal.
My commission expires Signature
Resident of County Printed Notary Public

This instrument prepared by *George N. Bewley, Jr.* Attorney at Law
Attorney Identification No. 2227-02
MAIL TO: BEWLEY & KODAY, Ste. 2006 Fort Wayne Bank Bldg., Ft. Wayne, IN 46802

THE ALLEN COUNTY INDIANA BAR ASSOCIATION, INC. (REV. 1/93)

96 | 27175

PRELIMINARY TITLE

Exhibit "A"

Part of the East Half of Section 9, Township 31 North, Range 15 East, and part of the West Half of the West Half of Section 10, Township 31 North, Range 15 East, Allen County, Indiana, described as follows:

Beginning at the Northeast corner of the West Half of the West Half of said Section 10, being also the Northeast corner of real estate described in Doc. 74-2220 in the Office of the Recorder of Allen County; thence South 00 deg. 17 min. 11 sec. East (based on an assumed bearing of North 90 deg. 00 min. 00 sec. East on the North line of said West Half of the West Half) on the East line of said Doc. 74-2220, being also the East line of said West Half of the West Half, 607.14 feet; thence South 89 deg. 23 min. 52 sec. West 1308.14 feet to a point in the East Half of said Section 9; thence North 00 deg. 47 min. 28 sec. East 103.82 feet to the southerly top of bank of the Maumee River; thence on said southerly top of bank, the following 7 courses: North 65 deg. 51 min. 19 sec. East 25.27 feet, North 59 deg. 12 min. 04 sec. East 132.07 feet, North 55 deg. 07 min. 47 sec. East 83.46 feet, North 49 deg. 18 min. 35 sec. East 105.59 feet, North 42 deg. 13 min. 58 sec. East 145.34 feet, North 29 deg. 06 min. 05 sec. East 169.47 feet, and North 33 deg. 18 min. 06 sec. East 105.19 feet to the South line of real estate described in Doc. 71-15560; thence South 85 deg. 05 min. 50 sec. East on said South line, 246.24 feet to the Northeast corner of said East Half, being also the Northwest corner of said West Half of the West Half; thence North 90 deg. 00 min. 00 sec. East on the North line of said West Half of the West Half, 535.36 feet to the Point of Beginning, containing 14.75 acres, more or less, and subject to easements and rights of way of record.

SUBJECT TO an easement for ingress and egress, described as follows:

Beginning at the Northeast corner of the East Half of said Section 9, being also the Northwest corner of the West Half of the West Half of said Section 10; thence South 00 deg. 17 min. 11 sec. East 30.00 feet; thence North 85 deg. 05 min. 50 sec. West 90.00 feet; thence South 58 deg. 08 min. 26 sec. West 177.23 feet; thence South 43 deg. 32 min. 20 sec. West 180.00 feet; thence South 47 deg. 02 min. 03 sec. West 240.00 feet; thence South 57 deg. 37 min. 29 sec. West 235.45 feet; thence South 00 deg. 47 min. 28 sec. West 84.59 feet to the South line of the above described real estate; thence South 89 deg. 23 min. 52 sec. West on said South line, 30.00 feet; thence North 00 deg. 47 min. 28 sec. East 103.82 feet to the southerly top of bank of the Maumee River; thence on said southerly top of bank, the following 7 courses: North 65 deg. 51 min. 19 sec. East 25.27 feet, North 59 deg. 12 min. 04 sec. East 132.07 feet, North 55 deg. 07 min. 47 sec. East 83.46 feet, North 49 deg. 18 min. 35 sec. East 105.59 feet, North 42 deg. 13 min. 58 sec. East 145.34 feet, North 29 deg. 06 min. 05 sec. East 169.47 feet, and North 33 deg. 18 min. 06 sec. East 105.19 feet to the South line of real estate described in Doc. 71-15560; thence South 85 deg. 05 min. 50 sec. East on said South line, 246.24 feet to the Point of Beginning.

96127175



PROPERTY PHOTOS



TRACTS 1-6



TRACTS 1, 3-6













TRACT 1



TRACT 1





TRACT 1



TRACTS 1 & 2





TRACTS 1-3



TRACTS 3 & 6



TRACTS 3-6



TRACTS 4-5



TRACTS 3 & 6



TRACT 6



TRACTS 3-6



TRACTS 1-6





Auction Manager:
Jerry Ehle • 260.410.1996
#AU19300123

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