

# CUSTOM-BUILT HOUSE AUCTION

Noble County, IN  
(York Township)

Central Noble Community Schools  
House / Barn / Toy Shed / Pond / Land

# 19.57± Acres

Offered In 2 Tracts



## INFORMATION BOOKLET

### Monday, April 6 @ 6:00pm



**SCHRADER**  
Real Estate and Auction Company, Inc.

LIVE ONLINE  
BIDDING  
AVAILABLE

800-451-2709 • [SchraderAuction.com](http://SchraderAuction.com)

## DISCLAIMER:

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

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

**SELLER: Jonathan E. Smith And Jessica L. Smith**

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

*Steven Craig Coil, RB22001310, AU12300065  
Schrader Real Estate and Auction Company, Inc., AC63001504, CO81291723*



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

### AUCTION TERMS & CONDITIONS:

**PROCEDURE:** The property will be offered in two (2) individual tracts and as a total of 19.57± acre unit. There will be open bidding on all tracts and combinations during the auction as determined by the Auctioneer. Bids on tracts and the total property may compete. The property will be bid in a manner resulting in the highest total sale price.

**DOWN PAYMENT:** 10% down payment at close of the auction for individual tracts or combination of tracts. The down payment may be made in the form of cashier's check, personal check, or corporate check. **YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING**, so be sure you have arranged financing, if needed, and are capable of paying cash at closing.

**ACCEPTANCE OF BID PRICE:** All successful bidders will be required to enter into Purchase Agreements at the auction site immediately following the close of the auction. All final bid prices are subject to the Sellers' acceptance or rejection. The terms of this agreement and any addendum are non-negotiable.

**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 real estate purchase price is due at closing. The targeted closing date will be approximately 45 days after the auction.

**POSSESSION:** Buyer(s) shall receive possession at closing.  
**REAL ESTATE TAXES:** Seller to pay 2025 taxes due in 2026. Buyer(s) shall pay all subsequent real estate taxes due in 2027, which shall be

"Prorated" to the day of closing.

**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, and due diligence concerning the property. The property is being sold on an "AS IS, WHERE IS" basis and no warranty. Inspection dates have been scheduled and will be staffed with auction personnel. Further, Seller disclaims any and all responsibility for Bidder's safety during any physical inspection of the property. No party shall be deemed an invitee of the property by virtue of the offering of the property for sale.

**TRACT MAP(S) AND ACREAGE:** All tract maps(s), tract acreage, dimensions, and proposed boundaries are approximate and have been estimated based on current legal descriptions and/or aerial photos. They are not provided as survey products and are not intended to depict or establish authoritative boundaries or locations.

**SURVEY:** The Seller shall provide a new survey where there is no existing legal description or where new boundaries are created by the tract divisions in this auction. Any need for a new survey shall be determined solely by the Seller. Seller 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.

**EASEMENTS:** All real estate is being sold subject to any existing recorded easements.

**AGENCY:** Schrader Real Estate and Auction Company, Inc.

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

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

**NEW INFORMATION, CORRECTIONS AND CHANGES:** Please arrive prior to the scheduled auction time to inspect any changes or additions to the property information. **BIDDER PRE-REGISTRATION IS STRONGLY ENCOURAGED!**

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**For Information Call Auction Manager:  
Steven Coil, 260-446-2037**



# REGISTRATION FORMS

# **BIDDER PRE-REGISTRATION FORM**

**MONDAY, APRIL 6, 2026**

**19.57± ACRES – NOBLE COUNTY, INDIANA**

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,  
P.O. Box 508, Columbia City, IN, 46725,  
Email to [auctions@schraderauction.com](mailto:auctions@schraderauction.com) or fax to 260-244-4431, no later than Monday, March 30, 2026.  
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**  
**19.57± Acres • Noble County, Indiana**  
**Monday, April 6, 2026**

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, April 6, 2026 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](http://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.

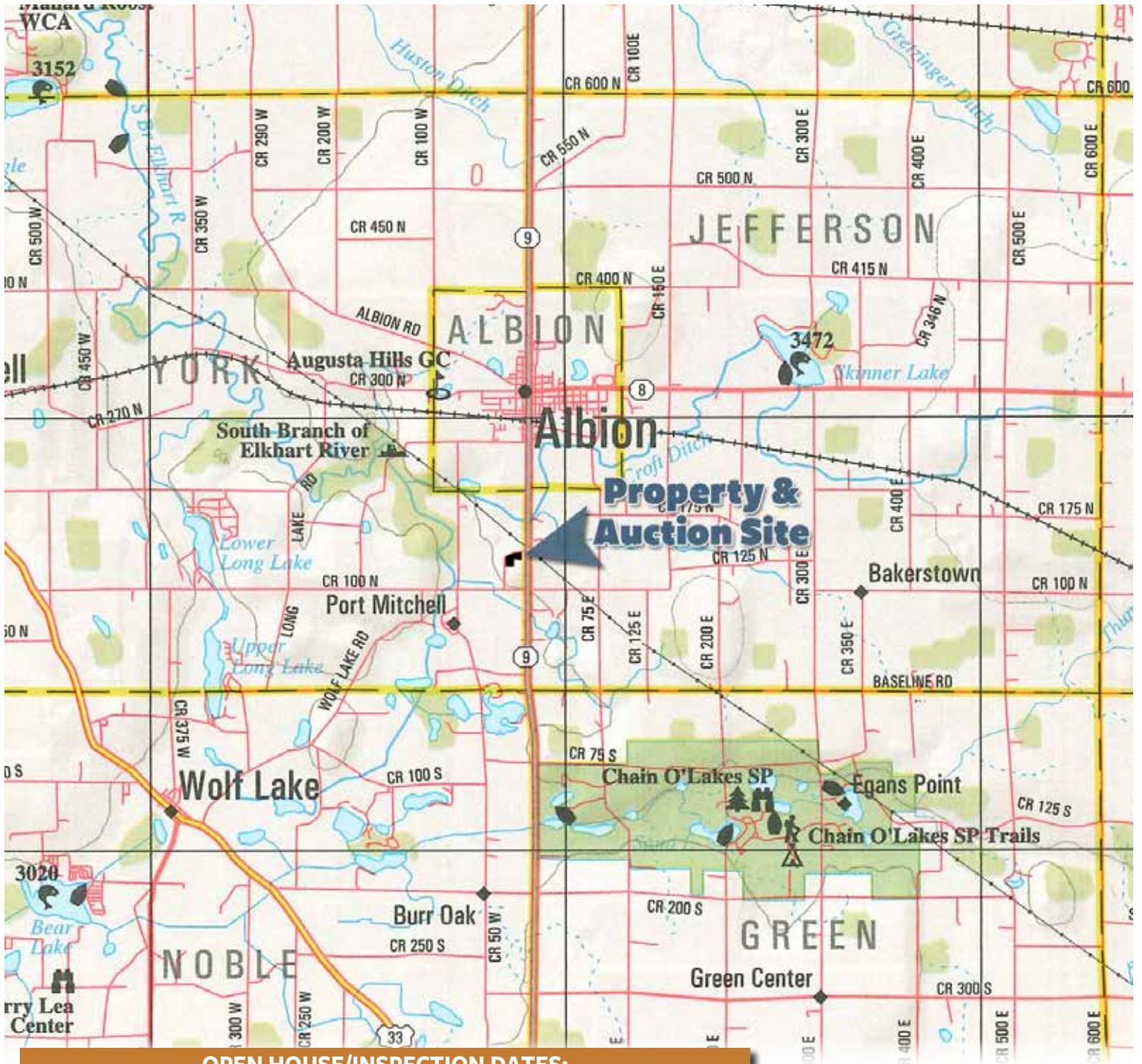
Schrader Real Estate & Auction Company, Inc.  
950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725  
Phone 260-244-7606; Fax 260-244-4431; email: [auctions@schraderauction.com](mailto:auctions@schraderauction.com)

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



# LOCATION & TRACT MAPS

# LOCATION MAP



**OPEN HOUSE/INSPECTION DATES:**  
Saturday, March 7<sup>th</sup> • 10AM-12PM | Wednesday, March 11<sup>th</sup> • 5PM-6PM  
Saturday, March 21<sup>st</sup> • 10AM-12PM  
*Meet Auction Manager on Tract 1 for scheduled open house/inspection dates!*

**PROPERTY LOCATION:** 1184 North 25 West, Albion, IN 46701.

**AUCTION LOCATION:** Held On Site - 1184 North 25 West, Albion, IN 46701.

**DIRECTIONS:** From the Intersection of SR 9 & SR 8 in downtown Albion, Drive south on SR 9 for 1.5 miles to CR 150 North. Turn right to Property, which sits on the south side of CR 150 North & the east side of North 25 West after a left curve in the road.

# TRACT MAP



## TRACT DESCRIPTIONS:

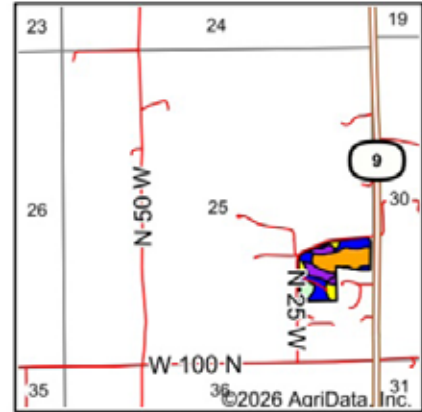
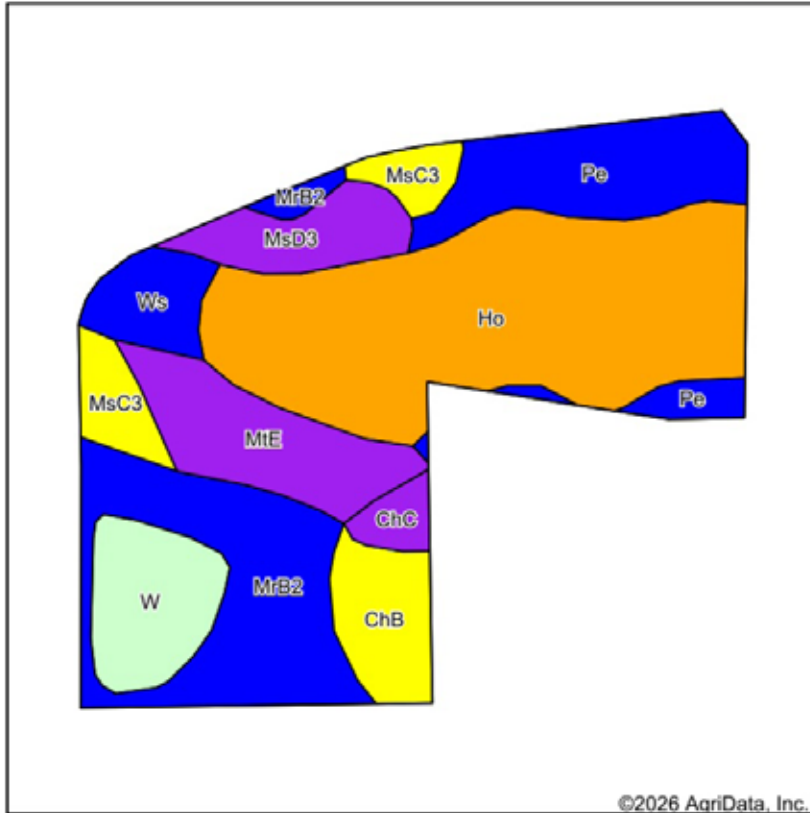
**TRACT 1 - (LOT #9; REPLAT OF DEER HILLS SUBDIVISION): House, Barn, Toy Shed, Pond & 4.76± Acres!** This property is a rare offering, providing an exceptional 2,318± sq ft custom-built & updated house set on a large 2,030± sq ft unfinished walk-out basement, featuring structural trusses as floor joists. The house has 2 bedrooms & 3 full bathrooms, all thoughtfully designed for comfort, efficiency & long-term value. The house is prepped for a whole house generator & highlights include open-loop geothermal heating & air conditioning, new Andersen windows (2020), LP gas fireplaces on both levels, custom kitchen cabinetry, an elevator servicing up & down, a cedar-sided three-season room, a 400-amp electrical panel, dual hot water tanks, a 3-stage pump controller for excellent water pressure, a whole house security system, red & blue PEX water lines, a 1,000-gallon LP gas tank & a primary bathroom with a steam shower & copper tub. Exterior features highlight stone siding, asphalt shingles, an attached two-car finished garage with epoxy floor & a stunning 24-foot-deep stocked pond with aerators & a gazebo at the water's edge. Rounding out this rare offering is a detached 60'x64'x14' pole barn with its own septic system, prepped for water, two insulated 12'x10' overhead doors with openers, two overhead radiant LP heaters, air conditioning, 100-amp service, an additional 20' wide lean-to with an 8'x11' door & a charming toy shed ideal for recreation or storage. An incredibly well-equipped property with acreage options, this rare opportunity is all in one location! The soil is Glynwood silt loam, Chelsea fine sand & water. *Annual property taxes (with Homestead & Geothermal exemptions) for 2024 payable 2025 = \$2,520.32.*

**TRACT 2 - (LOTS #1 & #2; REPLAT OF DEER HILLS SUBDIVISION, TOGETHER): 14.81± Acres!** With good road frontage on CR 150 N, this tract has approximately 6.5± acres of wetlands for recreational enjoyment! The soil is mostly Houghton Muck with a mix of Morley silt loam & Pewamo silty clay loam. *Annual property taxes for 2024 payable 2025 = \$184.96.*



# SOIL INFORMATION

# SOIL MAP - WHOLE PROPERTY



State: **Indiana**  
 County: **Noble**  
 Location: **25-34N-9E**  
 Township: **York**  
 Acres: **19.47**  
 Date: **2/2/2026**



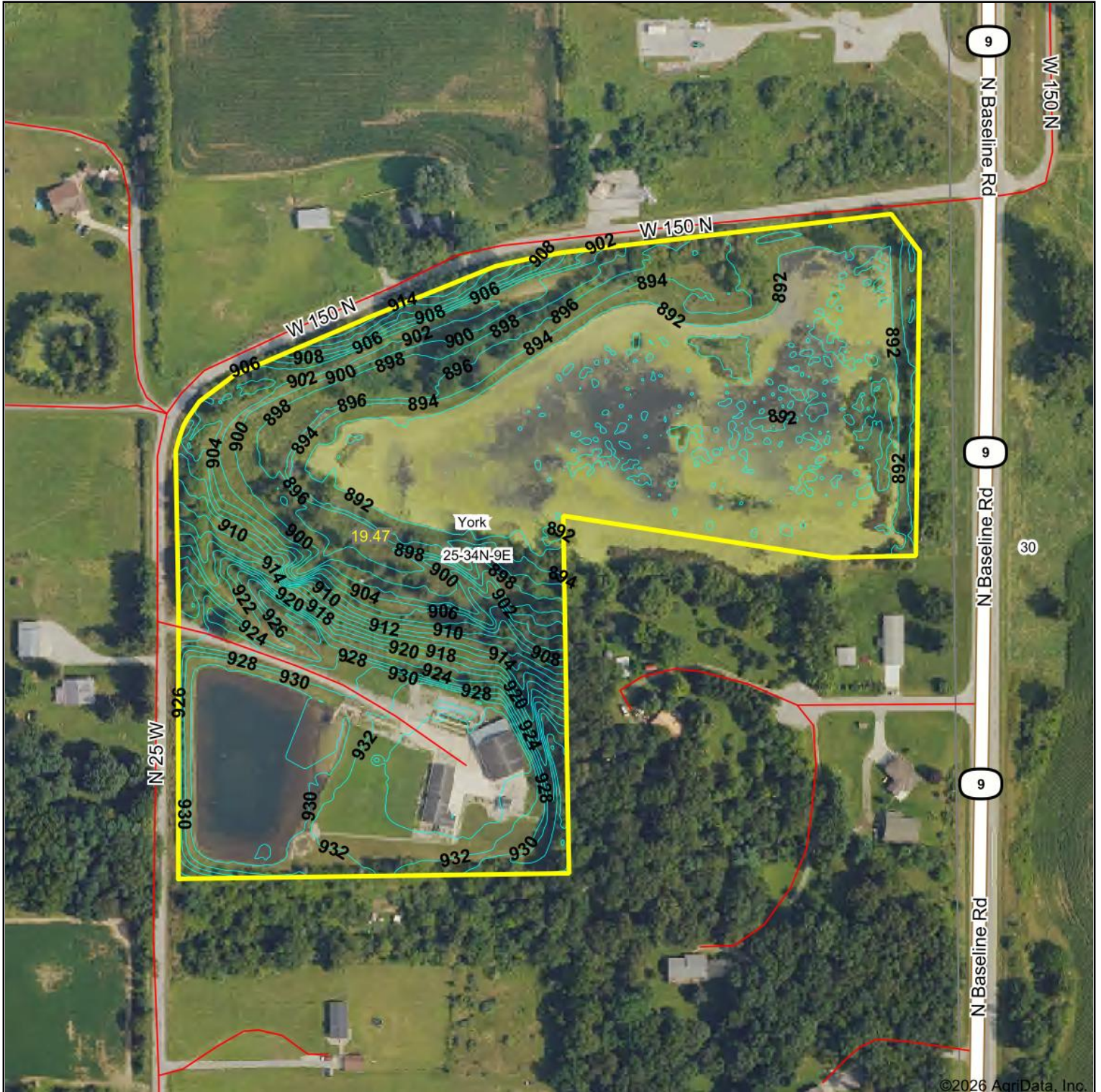
Soils data provided by USDA and NRCS.

Area Symbol: IN113, Soil Area Version: 31

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	Oats Bu	Pasture AUM	Soybeans Bu	Winter wheat Bu	
Ho	Houghton muck, drained	6.65	34.2%		Illw	159		5				11	42	64
MrB2	Glynwood silt loam, 2 to 6 percent slopes, eroded	3.18	16.3%		Ile	128	1	4	8	5			44	57
Pe	Pewamo silty clay loam, 0 to 1 percent slopes	2.35	12.1%		Ilw	157		5	11				47	64
MIE	Morley silt loam, 18 to 25 percent slopes	1.78	9.1%		Vie	106	1	4	1		6	37	48	
W	Water	1.39	7.1%											
ChB	Chelsea fine sand, 2 to 6 percent slopes	1.05	5.4%		IVs	91		3				6	32	41
MsD3	Morley silty clay loam, 12 to 18 percent slopes, severely eroded	1.02	5.2%		Vie	92	15	3	6				33	42
MsC3	Morley silty clay loam, 6 to 12 percent slopes, severely eroded	0.95	4.9%		IVe	105	15	4	7				37	47
Ws	Washtenaw silt loam	0.77	4.0%		Ilw	170	22	6			11		51	68
ChC	Chelsea fine sand, 6 to 12 percent slopes	0.33	1.7%		Vis	82		3			5		29	37
<b>Weighted Average</b>					<b>*</b>	<b>126.8</b>	<b>2.6</b>	<b>4.1</b>	<b>3.4</b>	<b>0.8</b>	<b>5.1</b>	<b>38.4</b>	<b>53.3</b>	

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

# TOPO CONTOURS MAP - WHOLE PROPERTY



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Source: USGS 1 meter dem

Interval(ft): 2.0

Min: 889.9

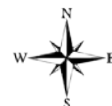
Max: 937.2

Range: 47.3

Average: 906.1

Standard Deviation: 16.44 ft

0ft 252ft 504ft



2/2/2026

25-34N-9E  
Noble County  
Indiana

Maps Provided By

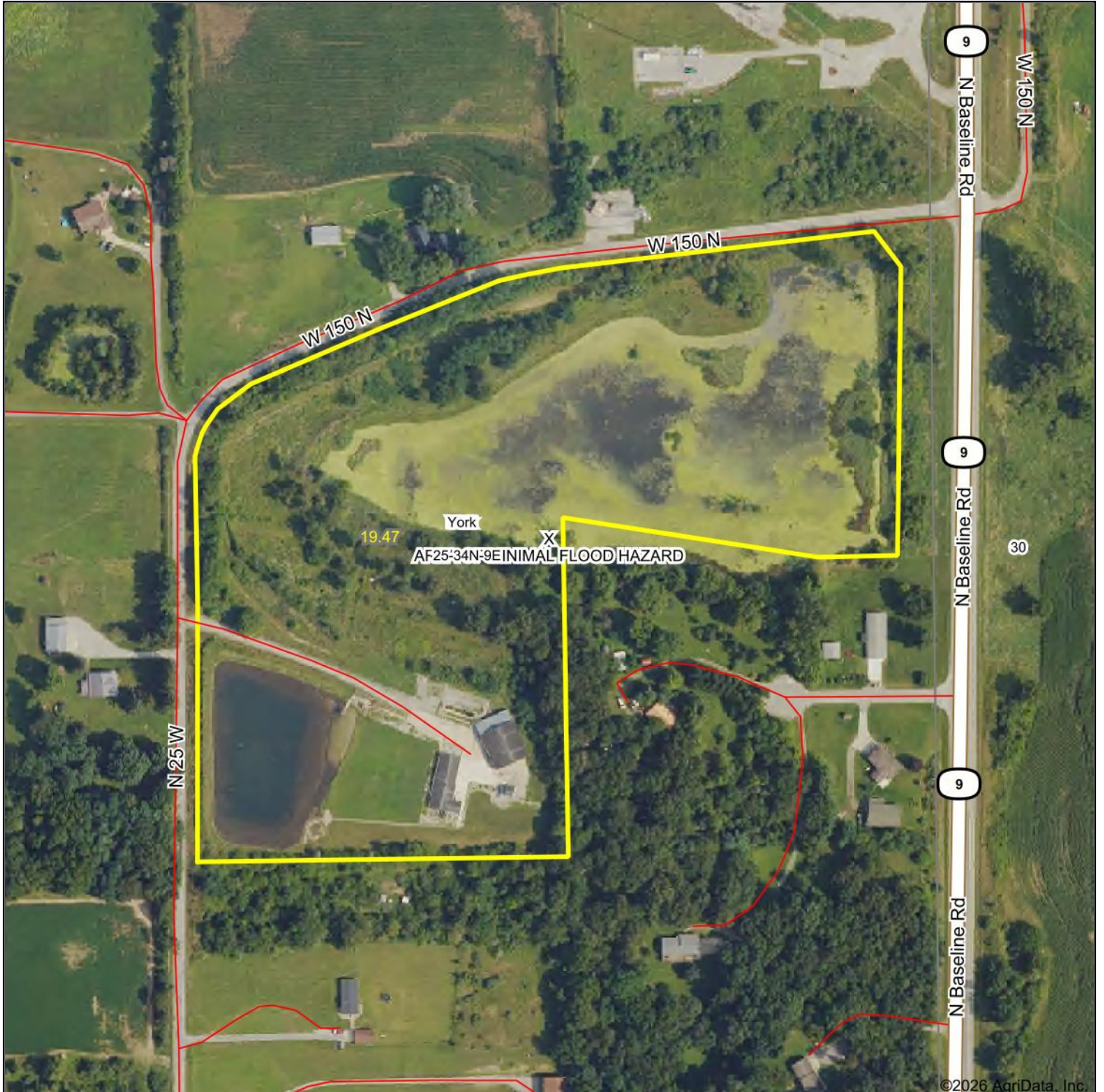


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Boundary Center: 41° 22' 15.4, -85° 25' 36.05

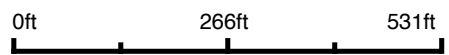
# FLOOD ZONE MAP - WHOLE PROPERTY



©2026 AgriData, Inc.



Map Center: 41° 22' 15.4, -85° 25' 36.05



25-34N-9E  
Noble County  
Indiana



Maps Provided By  
**surety**  
CUSTOMIZED ONLINE MAPPING  
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2/2/2026

Flood related information provided by FEMA

# **COUNTY TAX REPORT (Tract 1)**

# TAX REPORT

## TRACT 1

### Noble County, IN

#### Summary (Auditor)

Parcel ID 57-15-25-200-013.000-021  
Bill ID 015-100636-00  
Reference # 571525200005000021  
Property Address 1184 N 25 W  
Albion, IN, 46701  
Brief Legal Description Replat Deer Hills Sub Div Lot 9  
(Note: Not to be used on legal documents)  
Class RESIDENTIAL ONE FAMILY DWELLING ON A PLATTED LOT  
Tax District 57021 York Twp  
Tax Rate Code 15065 - Adv Tax Rate  
Property Type 65 - Agricultural  
Mortgage Co N/A  
Last Change Date

Due to how data is pulled from the Auditor's property tax software, the information shown here may be incomplete if it involves combined and/or split parcels.  
FOR SPLIT AND/OR COMBINED PARCELS, please contact the Auditor's Office for property ownership and parcel numbers, the Treasurer's Office for question related to property taxes due, or the Assessor's Office for information on assessed values.

#### Tax Rate

1.2609

#### Ownership (Auditor)

Deeded Owner  
[Smith Jonathan E & Jessica L](#)  
1184 N 25 W  
Albion, IN 46701

#### Taxing District (Assessor)

County: Noble  
Township: YORK TOWNSHIP  
State District: 57021 YORK TOWNSHIP  
Local District: 57015  
School Corp: CENTRAL NOBLE COMMUNITY  
Neighborhood: 2150100 York Twp Base Area

#### Site Description (Assessor)

Topography: Flat  
Public Utilities: Electricity  
Street or Road: Paved  
Area Quality: Static  
Parcel Acreage: 4.76

#### Sales

Sale Date	Sale Price	Parcel Count	Valid
8/1/2018	\$190,000	2	N
12/4/2006	\$0	1	N

#### Transfer History (Assessor)

For current transfer history, see Transfer History (Auditor) below.

Date	New Owner	Doc ID	Book/Page	Sale Price
8/20/2018	SMITH JONATHAN E & JESSICA L	180800498		\$190,000.00
3/18/2009	SMITH DELBERT A & JANET K TRUSTEES			\$0.00
12/15/2006	TRUSTEES SMITH DELBERT A & JANET K		0612/00332	\$0.00
	SMITH DELBERT A JANET K			\$0.00

Contact the Auditor's Office for correct transfer dates.

#### Transfer History (Auditor)

Date	Transfer From	Instrument	Book	Page	Doc Nbr
8/20/2018	Smith Delbert A & Janet K Trustees Delbert A & Janet K Smith Revocable Living Trust	Trustee's Deed			180800498
12/15/2006	Smith Delbert A & Janet K	Quit Claim			061200332
5/16/1983	Owen Larry	Deed	204	0206	

Contact the Auditor's Office for correct transfer dates.

#### Valuation

# TAX REPORT

## TRACT 1

Assessment Year	2025	2024	2024 (2)	2023	2022
Reason	ANNUAL ADJUSTMENT	ANNUAL ADJUSTMENT	ANNUAL ADJUSTMENT	ANNUAL ADJUSTMENT	ANNUAL ADJUSTMENT
As Of Date	4/4/2025	7/1/2024	4/11/2024	4/7/2023	4/15/2022
Land	\$47,400	\$47,400	\$47,400	\$45,400	\$45,300
Land Res (1)	\$28,400	\$28,400	\$28,400	\$27,300	\$27,400
Land Non Res (2)	\$19,000	\$19,000	\$19,000	\$800	\$600
Land Non Res (3)	\$0	\$0	\$0	\$17,300	\$17,300
Improvement	\$415,800	\$397,600	\$397,600	\$399,500	\$388,100
Imp Res (1)	\$409,700	\$393,100	\$393,100	\$311,100	\$296,400
Imp Non Res (2)	\$6,100	\$4,500	\$4,500	\$0	\$0
Imp Non Res (3)	\$0	\$0	\$0	\$88,400	\$91,700
<b>Total</b>	<b>\$463,200</b>	<b>\$445,000</b>	<b>\$445,000</b>	<b>\$444,900</b>	<b>\$433,400</b>
<b>Total Res (1)</b>	<b>\$438,100</b>	<b>\$421,500</b>	<b>\$421,500</b>	<b>\$338,400</b>	<b>\$323,800</b>
<b>Total Non Res (2)</b>	<b>\$25,100</b>	<b>\$23,500</b>	<b>\$23,500</b>	<b>\$800</b>	<b>\$600</b>
<b>Total Non Res (3)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$105,700</b>	<b>\$109,000</b>

### Exemptions

Type	Description	2024 Pay 2025	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021
Other	Fut. Geothermal	\$18,400.00	\$19,100.00	\$19,700.00	\$19,700.00	\$19,900.00
Homestead	STD_EX	\$48,000.00	\$48,000.00	\$45,000.00	\$45,000.00	\$45,000.00
Homestead	Supplement STD	\$140,062.00	\$116,160.00	\$97,580.00	\$80,535.00	\$70,140.00

### Homestead Allocations

	2024 Pay 2025	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021
Land	\$47,400.00	\$45,400.00	\$45,300.00	\$41,000.00	\$35,600.00
Res Land	\$28,400.00	\$27,300.00	\$27,400.00	\$24,800.00	\$21,000.00
Improve	\$397,600.00	\$399,500.00	\$388,100.00	\$334,700.00	\$285,400.00
Res Improve	\$393,100.00	\$311,100.00	\$296,400.00	\$250,300.00	\$224,400.00

### Tax History

Delinquent payments made after the fall due date will still show due in the year they were originally assessed. If paid, payment will show in the next tax year.  
Note: Total due amount rolls forward to the most current year

	2024 Pay 2025	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021
+ Spring Tax	\$1,251.75	\$1,476.17	\$1,565.46	\$1,303.74	\$1,131.12
+ Spring Penalty	\$0.00	\$73.81	\$0.00	\$0.00	\$0.00
+ Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Tax	\$1,251.75	\$1,476.17	\$1,565.46	\$1,303.74	\$1,131.12
+ Fall Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq TS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq TS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Other Assess	\$16.82	\$17.26	\$16.84	\$0.00	\$0.00
	716 Roscoe - \$16.82	716 Roscoe - \$17.26	716 Roscoe - \$16.84		
+ Advert Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Tax Sale Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ NSF Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PTRC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HMST Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LIT Credits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Circuit Breaker	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Over 65 CB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
= Charges	\$2,520.32	\$3,043.41	\$3,147.76	\$2,607.48	\$2,262.24
- Surplus Transfer	\$0.00	\$83.56	\$0.00	\$0.00	\$0.00
- Credits	(\$2,520.32)	(\$3,126.97)	(\$3,147.76)	(\$2,607.48)	(\$2,262.24)
= Total Due	\$0.00	(\$83.56)	\$0.00	\$0.00	\$0.00

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

# TAX REPORT

## TRACT 1

### Property Tax Bill Payment

[Visit Nolte County Treasurer's Office](#)

### Pay and/or View Tax Bill

[Pay and/or View Tax Bill](#)

### Payments (Treasurer)

Year	Receipt #	Transaction Date	Description	Amount
2024 Pay 2025	2153264	11/10/2025	#147 JONATHAN SMITH	\$1,260.16
2024 Pay 2025	2132693	5/12/2025	B 6 W/OE \$68984.41 OT	\$1,260.16
2023 Pay 2024	2096302	11/7/2024	141 J Smith	\$1,480.41
2023 Pay 2024	2082212	5/10/2024	M#139 J SMITH	\$1,646.56
2022 Pay 2023	2044725	11/13/2023	OT E CK \$124204.16	\$1,573.88
2022 Pay 2023	2020701	5/10/2023	ECK OT \$222737.40	\$1,573.88
2021 Pay 2022	1988861	11/10/2022	134 JonathanSmith	\$1,303.74
2021 Pay 2022	1971362	5/10/2022	b9 5/13/22 w/oe	\$1,303.74
2020 Pay 2021	1940814	11/10/2021	OT 11/12/21 B 9 W/OE	\$1,131.12
2020 Pay 2021	1911990	5/10/2021	OT 5/10/21 B 17 W/OE	\$1,131.12
2019 Pay 2020	1878760	11/6/2020	LB 11/5/20 B9 W/OE	\$1,062.63
2019 Pay 2020	1836831	4/22/2020	E CHECK 4/16/2020	\$1,062.63
2018 Pay 2019	1826042	11/12/2019	OT 11/13/19 b5 w/oe	\$1,129.54
2018 Pay 2019	1804308	5/10/2019	5/13/19 B15 W/OE OT	\$1,129.54
2017 Pay 2018	1757707	8/20/2018	5124 NoAm Title	\$1,059.56
2017 Pay 2018	1745485	5/10/2018	1185 Janet Smith	\$1,059.56
2016 Pay 2017	1712220	11/9/2017	3P 1108 JANET	\$913.50
2016 Pay 2017	1688333	5/9/2017	3P 4947 JANET SMITH	\$913.50
2015 Pay 2016	1655435	11/7/2016	4836 DSmith	\$948.60
2015 Pay 2016	1629106	5/5/2016	4706 DSmith	\$948.60
2014 Pay 2015	1601053	11/5/2015	4589 DSmith	\$806.51
2014 Pay 2015	1574679	5/7/2015	4458 3 p	\$806.51
2013 Pay 2014	1543552	11/6/2014	3P 4335	\$1,023.25
2013 Pay 2014	1513603	5/7/2014	3p 4186	\$1,023.25

### Tax Estimator

[Link to DLGF Tax Estimator](#)

### Special Assessments

#### 716 Roscoe

	2024 Pay 2025	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021
Spring Tax	\$8.41	\$8.42	\$8.42	\$0.00	\$0.00
Spring Penalty	\$0.00	\$0.42	\$0.00	\$0.00	\$0.00
Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fall Tax	\$8.41	\$8.42	\$8.42	\$0.00	\$0.00
Fall Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Delq NTS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Delq NTS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Delq TS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Delq TS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

### Land

Land Type	Soil ID	Act Front.	Eff. Depth	Size	Rate	Adj. Rate	Ext. Value	Infl. %	Value
FARM POND		0	0	1.420	\$2,390.00	\$1,195.00	\$1,696.90	(40%)	\$1,020.00
9ag		0	0	1.0000	\$28,400.00	\$28,400.00	\$28,400.00	0%	\$28,400.00
AGRICULTURAL EXCESS ACREAGE		0	0	2.34	\$7,700.00	\$7,700.00	\$18,018.00	0%	\$18,020.00

# TAX REPORT

## TRACT 1

### Tax Statements (Treasurer)

- [2024 Pay 2025 Tax Statement \(PDF\)](#)
- [2023 Pay 2024 Tax Statement \(PDF\)](#)
- [2022 Pay 2023 Tax Statement \(PDF\)](#)
- [2021 Pay 2022 Tax Statement \(PDF\)](#)
- [2020 Pay 2021 Tax Statement \(PDF\)](#)
- [2019 Pay 2020 Tax Statement \(PDF\)](#)
- [2018 Pay 2019 Tax Statement \(PDF\)](#)

Tax Statements are a duplicate copy of the original mailing

### Residential

Description	Single-Family Residence1
Story Height	1
Style	
Finished Area	2318
# Fireplaces	2
Heat Type	Geothermal Only
Air Cond	0
Bedrooms	1
Living Rooms:	0
Dining Rooms:	0
Family Rooms:	1
Finished Rooms:	8
Full Baths	3
Full Bath Fixtures	9
Half Baths	0
Half Bath Fixtures	0
Kitchen Sinks	1
Water Heaters	1
Add Fixtures	0

Floor	Construction	Base	Finish
1	Wood Frame	2318	2318
B		2030	0
S		288	0

Features	Area
Canopy, Roof Extension	290
Patio, Concrete	1200
Porch, Enclosed Frame	84

### Improvements

Descr	PC	Grade	Year Built	Eff Year	Cond	LCM	Size	Nbhd Factor	Mrkt Factor
UTILITY SHED2	100	B	1985	1985	G	0.95	224	1.33	0
Single-Family Residence1	100	C+1	1983	1983	G	0.95	2318	1.33	0
Geothermal Heat1	100	C+1	2003	2003	G	0.95	0	1.33	0
Barn, Pole1	100	C+1	2002	2002	G	0.95	3840	1.33	0
Lean-To	100	C	2003	2003	A	0.95	360	1.33	0
Car Shed	100	C	2006	2006	A	0.95	558	1.33	0
Car Shed 2	100	E+2	1994	1994	A	0.95	440	1.33	0
Gazebo	100	C	2004	2004	A	0.95	105	1.33	0
PERGOLA	100	C	2012	2012	A	0.95	96	1.33	0
Wood Deck (BY POND)	100	C	2008	2008	A	0.95	370	1.33	0
Barn, Pole (T3)	100	C	2003	2003	A	0.95	760	1.33	0
Wood Deck on shed	100	C	2020	2020	A	0.95	204	1.33	0

### Property Record Cards

[2025 Property Record Card \(PDF\)](#)

[2024 Property Record Card \(PDF\)](#)

[2023 Property Record Card \(PDF\)](#)

[2022 Property Record Card \(PDF\)](#)

[2021 Property Record Card \(PDF\)](#)

# TAX REPORT

## TRACT 1

[2020 Property Record Card \(PDF\)](#)

Map



No data available for the following modules: Commercial, Sketches.

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# TAX REPORT

## TRACT 1

York Twp Base Area/21501 1/4

Date	Doc ID	Code	Book/Page	Adj Sale Price	W/	Notes
10/7/2022						Cyclical 3-A: No change..JB
10/13/2021				\$190,000		Cyclical 2-D: No change..JB
2/1/2021						21-22 NC: 2-1-20 JB--- CORR CONCIP & CARSHED, CHANGED GRADE ON SHED & ADDED WDDK, & ADDED SHOP FIN IN POLE BARY--- SENT INQ LTR FOR BSMT FIN
10/15/2020						RECK 21-22 FOR BASEMENT FINISH 2ND SEPTIC AND WELL AND HEAT/ FINISH IN BARN
6/24/2019						IN GROUND POOL & EFF REMOVED. POLE BARN 1 GRADE CHANGE DOWN CH 1 BC
3/31/2018						19-20--- 2 PARCEL SALE --25-200-013 & 25-200-005 --- TOTAL SAIF *50K
5/25/2017						18-19 CORRECTED SIZE OF LEAN-TO AND ADDED 13150.
6/7/2016						17-18 REASS ADDED WDDK, PERGOLA, & CONCIP CHANGE GRADE ON GAR SHED AND CORR SIZE OF GAR/EBD & SHED
5/6/2011						12-13--- ADDED GAZEBO & CHANGED COND OF POLE PER REASS
3/9/2009						LEAVE AS BAC DUE TO SURROUNDING LAND---08-10 HIS GROUND HAS BEEN DECLARED WET LANDS---PAPER WORK WAS TURNED IN
3/9/2009						TOWNER ADDED LEAN-TO, 2 CARSHEDS & SUNROOM TO HSE @ 100% ALSO ELEC UPGRADE W/ N.A.V.---09-10

510, 1 Family Dwell - Platted Lot

Date	Doc ID	Code	Book/Page	Adj Sale Price	W/	Notes
08/20/2018	18090498	TRD				
03/18/2009		WD				
12/15/2006		QC	061200332			
01/01/1900		WD				

1184 N 25 W

Date	Owner	Assessment Year	Annual-Adj	Annual-Adj	Annual-Adj	Annual-Adj
08/20/2018	SMITH JONATHAN E	2024	\$47,400	\$45,400	\$47,400	\$45,400
03/18/2009	SMITH DELBERT A & TRUSTEES SMITH D	2023	\$28,400	\$27,300	\$28,400	\$27,400
12/15/2006	TRUSTEES SMITH D	2022	\$19,000	\$19,000	\$19,000	\$19,000
01/01/1900	SMITH DELBERT A J	2021	\$0	\$17,300	\$0	\$17,300
		2020	\$0	\$399,500	\$397,600	\$388,100
		2019	\$0	\$311,100	\$393,100	\$296,400
		2018	\$0	\$88,400	\$4,500	\$0
		2017	\$0	\$0	\$0	\$91,700
		2016	\$463,200	\$445,000	\$445,000	\$433,400
		2015	\$438,100	\$421,500	\$421,500	\$323,800
		2014	\$25,100	\$23,500	\$23,500	\$600
		2013	\$0	\$0	\$0	\$600
		2012	\$0	\$105,700	\$0	\$109,000

SMITH JONATHAN E & JESSICA

Assessment Year	Reason For Change	As Of Date	Valuation Method	Equalization Factor	Notice Required	Land	Imp Res (1)	Imp Non Res (2)	Imp Non Res (3)	Total	Land Res (1)	Land Non Res (2)	Land Non Res (3)
2025	WIP	02/27/2025	Indiana Cost Mod	1.0000		\$47,400	\$409,700	\$6,100	\$0	\$463,200	\$438,100	\$25,100	\$0
2024	Annual-Adj	07/01/2024	Indiana Cost Mod	1.0000		\$47,400	\$393,100	\$4,500	\$0	\$445,000	\$421,500	\$23,500	\$0
2023	Annual-Adj	04/07/2023	Indiana Cost Mod	1.0000		\$28,400	\$393,100	\$4,500	\$0	\$445,000	\$421,500	\$23,500	\$0
2022	Annual-Adj	04/15/2022	Indiana Cost Mod	1.0000		\$19,000	\$393,100	\$4,500	\$0	\$445,000	\$421,500	\$23,500	\$0
2021	Annual-Adj	04/15/2021	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
2020	Annual-Adj	04/15/2020	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
2019	Annual-Adj	04/15/2019	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
2018	Annual-Adj	04/15/2018	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
2017	Annual-Adj	04/15/2017	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
2016	Annual-Adj	04/15/2016	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
2015	Annual-Adj	04/15/2015	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
2014	Annual-Adj	04/15/2014	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
2013	Annual-Adj	04/15/2013	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
2012	Annual-Adj	04/15/2012	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
2011	Annual-Adj	04/15/2011	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
2010	Annual-Adj	04/15/2010	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
2009	Annual-Adj	04/15/2009	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
2008	Annual-Adj	04/15/2008	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
2007	Annual-Adj	04/15/2007	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
2006	Annual-Adj	04/15/2006	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
2005	Annual-Adj	04/15/2005	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
2004	Annual-Adj	04/15/2004	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
2003	Annual-Adj	04/15/2003	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
2002	Annual-Adj	04/15/2002	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
2001	Annual-Adj	04/15/2001	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
2000	Annual-Adj	04/15/2000	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
1999	Annual-Adj	04/15/1999	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
1998	Annual-Adj	04/15/1998	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
1997	Annual-Adj	04/15/1997	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
1996	Annual-Adj	04/15/1996	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
1995	Annual-Adj	04/15/1995	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
1994	Annual-Adj	04/15/1994	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
1993	Annual-Adj	04/15/1993	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
1992	Annual-Adj	04/15/1992	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
1991	Annual-Adj	04/15/1991	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
1990	Annual-Adj	04/15/1990	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
1989	Annual-Adj	04/15/1989	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
1988	Annual-Adj	04/15/1988	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
1987	Annual-Adj	04/15/1987	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
1986	Annual-Adj	04/15/1986	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
1985	Annual-Adj	04/15/1985	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
1984	Annual-Adj	04/15/1984	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
1983	Annual-Adj	04/15/1983	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
1982	Annual-Adj	04/15/1982	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
1981	Annual-Adj	04/15/1981	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
1980	Annual-Adj	04/15/1980	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
1979	Annual-Adj	04/15/1979	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
1978	Annual-Adj	04/15/1978	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
1977	Annual-Adj	04/15/1977	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
1976	Annual-Adj	04/15/1976	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
1975	Annual-Adj	04/15/1975	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
1974	Annual-Adj	04/15/1974	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
1973	Annual-Adj	04/15/1973	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
1972	Annual-Adj	04/15/1972	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
1971	Annual-Adj	04/15/1971	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
1970	Annual-Adj	04/15/1970	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
1969	Annual-Adj	04/15/1969	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
1968	Annual-Adj	04/15/1968	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
1967	Annual-Adj	04/15/1967	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
1966	Annual-Adj	04/15/1966	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
1965	Annual-Adj	04/15/1965	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
1964	Annual-Adj	04/15/1964	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
1963	Annual-Adj	04/15/1963	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
1962	Annual-Adj	04/15/1962	Indiana Cost Mod	1.0000		\$0	\$397,600	\$0	\$0	\$397,600	\$393,100	\$4,500	\$0
1													



# TAX REPORT

## TRACT 1

3/4

York Twp Base Area/21501

510, 1 Family Dwell - Platted Lot

1184 N 25 W

SMITH JONATHAN E & JESSICA

57-15-25-200-013.000-021

Description	Area	Value	Description	Count	Value
Exterior Features			Specialty Plumbing		

Summary of Improvements																						
Description	Story Height	Constr Type	Grade	Year Built	Eff Year	Eff Age	Eff Co nd	Base Rate	LCM	Adj Rate	Size	RCN	Norm Dep	Remain. Value	Abn Obs	PC	Nbhd	Mrkt	Cap 1	Cap 2	Cap 3	Improv Value
12: Wood Deck on shed	1		C	2020	2020	5	A.	0.96			204 sqft	\$4,416	4%	\$4,240	0%	100%	1,000	1,000	100.00	0.00	0.00	\$4,200

Total all pages \$415,800 Total this page \$4,200

# TAX REPORT

## TRACT 1

STATE FORM 53569 (R25 / 11-24)  
APPROVED BY STATE BOARD OF ACCOUNTS, 2024

TREASURER FORM TS-1A  
PRESCRIBED BY THE DEPARTMENT OF LOCAL GOVERNMENT FINANCE IC 6-1.1-22-8.1

COUNTY: 57 - Noble

### SPRING INSTALLMENT REMITTANCE COUPON

PARCEL NUMBER 57-15-25-200-013.000-021	DUPLICATE NUMBER 17259	TAX YEAR 2024 Payable 2025	Late Payment Penalty: 5% penalty after May 12, 2025, if there is no delinquent amount; 10% penalty for previous delinquency or if payment is made after June 11, 2025
TAXING UNIT NAME York Twp	LEGAL DESCRIPTION Replat Deer Hills Sub Div Lot 9		
PROPERTY ADDRESS 1184 N 25 W, Albion IN 46701			<b>SPRING AMOUNT DUE</b> by May 12, 2025: <b>\$ 1,260.16</b>



3584\*9\*\*G50\*\*1.018\*\*1/8\*\*\*\*\*\*\*AUTO\*\*5-DIGIT 46701  
SMITH JONATHAN E & JESSICA L  
1184 N 25 W  
ALBION IN 46701-9602



Phone: (260)636-2644  
Pay online at: [https://payments.municipipay.com/in\\_noble](https://payments.municipipay.com/in_noble)  
Pay by Phone: 260-908-9851

Remit Payment and Make Check Payable to:  
Noble County Treasurer  
109 N York St  
Albion IN 46701

00000172590000001260167

Please fold on perforation BEFORE leaving

COUNTY: 57 - Noble

### FALL INSTALLMENT REMITTANCE COUPON

PARCEL NUMBER 57-15-25-200-013.000-021	DUPLICATE NUMBER 17259	TAX YEAR 2024 Payable 2025	Late Payment Penalty: 5% penalty after November 10, 2025, if there is no delinquent amount; 10% penalty for previous delinquency or if payment is made after December 10, 2025
TAXING UNIT NAME York Twp	LEGAL DESCRIPTION Replat Deer Hills Sub Div Lot 9		
PROPERTY ADDRESS 1184 N 25 W, Albion IN 46701			<b>FALL AMOUNT DUE</b> by November 10, 2025: <b>\$ 1,260.16</b>



SMITH JONATHAN E & JESSICA L  
1184 N 25 W  
ALBION IN 46701

Phone: (260)636-2644  
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Noble County Treasurer  
109 N York St  
Albion IN 46701

00000172590000001260167

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COUNTY: 57 - Noble

### TAXPAYERS' COPY - KEEP FOR YOUR RECORDS

PARCEL NUMBER 57-15-25-200-013.000-021	DUPLICATE NUMBER 17259	TAX YEAR 2024 Payable 2025	DUE DATES SPRING - May 12, 2025 FALL - November 10, 2025
TAXING UNIT NAME York Twp	LEGAL DESCRIPTION Replat Deer Hills Sub Div Lot 9		

DATE OF STATEMENT: 03/24/2025

TOTAL DUE FOR 24 PAY 25: \$2,520.32

PROPERTY ADDRESS 1184 N 25 W, Albion IN 46701	
PROPERTY TYPE Real	TOWNSHIP YORK TWP
ACRES 4.7600	COUNTY SPECIFIC RATE 18.214900

ITEMIZED CHARGES	SPRING TOTAL	FALL TOTAL
Tax	\$1,251.75	\$1,251.75
Delinquent Tax	\$0.00	\$0.00
Delinquent Penalty	\$0.00	\$0.00
Other Assessment(OA)	\$8.41	\$8.41
Delinquent OA Tax	\$0.00	\$0.00
Delinquent OA Penalty	\$0.00	\$0.00
Fees	\$0.00	\$0.00
Adjustments	\$0.00	\$0.00
<b>Amount Due</b>	<b>\$1,260.16</b>	<b>\$1,260.16</b>
Payment Received	(\$0.00)	(\$0.00)
<b>Balance Due</b>	<b>\$1,260.16</b>	<b>\$1,260.16</b>

SMITH JONATHAN E & JESSICA L  
1184 N 25 W  
ALBION IN 46701

114 3594



# TAX REPORT

## TRACT 1

STATE FORM 53569 (R25 / 11-24)  
APPROVED BY STATE BOARD OF ACCOUNTS, 2024

TREASURER FORM TS-1A  
PRESCRIBED BY THE DEPARTMENT OF LOCAL GOVERNMENT FINANCE I.C. 6-1.1-22-8.1

### SPECIAL MESSAGE TO PROPERTY OWNER

Property taxes are constitutionally capped at 1% of property values for homesteads (owner-occupied), 2% for other residential property and agricultural land, and 3% for all other property. Beginning with 2023 Pay 2024, the Mortgage Deduction is no longer available. Please note that local government unit annual budget notices are now available online at: <https://budgetnotices.in.gov>. Additional information for how to read your current tax bill can be located online at: [www.in.gov/dleg/understanding-your-tax-bill/tax-bill-101](http://www.in.gov/dleg/understanding-your-tax-bill/tax-bill-101).

### TAXPAYER AND PROPERTY INFORMATION

<b>Taxpayer Name</b> Smith Jonathan E & Jessica L. 1184 N 25 W Albion IN 46701	<b>Address</b> 1184 N 25 W Albion IN 46701	<b>Date of Notice</b> 03/24/2025	<b>Parcel Number</b> 57-15-25-200-013.000-021	<b>Taxing District</b> 021 York Twp
<b>Legal Description</b> Replat Deer Hills Sub Div Lot 9	<b>Billed Mortgage Company</b>	<b>Duplicate Number</b> 17259	<b>Tax ID Number</b> 015-100636-00	<b>Property Type</b> Real



Spring installment due on or before May 12, 2025, and Fall installment due on or before November 10, 2025.

TABLE 1: SUMMARY OF YOUR TAXES

ASSESSED VALUE AND TAX SUMMARY	2023 Pay 2024	2024 Pay 2025
1a. Gross assessed value of homestead property	\$338,400	\$421,500
1b. Gross assessed value of other residential property and agricultural land	\$800	\$23,500
1c. Gross assessed value of all other property, including personal property	\$105,700	\$0
<b>2. Equals total gross assessed value of property</b>	<b>\$444,900</b>	<b>\$445,000</b>
2a. Minus deductions (see Table 5 below)	(\$183,260)	(\$206,462)
<b>3. Equals subtotal of net assessed value of property</b>	<b>\$261,640</b>	<b>\$238,538</b>
3a. Multiplied by your local tax rate	1.3012	1.2609
<b>4. Equals gross tax liability (see Table 3 below)</b>	<b>\$3,404.46</b>	<b>\$3,007.72</b>
4a. Minus local property tax credits	(\$452.12)	(\$504.22)
4b. Minus savings due to property tax cap (see Table 2 and footnotes below)	\$0.00	\$0.00
4c. Minus savings due to Over 65 Circuit Breaker Credit <sup>1</sup>	\$0.00	\$0.00
4d. Minus savings due to County Option Circuit Breaker Credit	\$0.00	\$0.00
<b>5. Total property tax liability (see remittance coupon for total amount due)</b>	<b>\$2,952.34</b>	<b>\$2,503.50</b>

Please see Table 4 for a summary of other charges to this property.

TABLE 2: PROPERTY TAX CAP INFORMATION

Property tax cap (1%, 2%, or 3% depending upon combination of property types) <sup>2</sup>	\$6,571.00	\$4,685.00
Upward adjustment due to voter-approved projects and charges (e.g., referendum) <sup>3</sup>	\$0.00	\$0.00
<b>Maximum tax that may be imposed under cap</b>	<b>\$6,571.00</b>	<b>\$4,685.00</b>

TABLE 3: GROSS PROPERTY TAX DISTRIBUTION AMOUNTS APPLICABLE TO THIS PROPERTY

TAXING AUTHORITY	TAX RATE 2024	TAX RATE 2025	TAX AMOUNT 2024	TAX AMOUNT 2025	TAX DIFFERENCE 2024 - 2025	PERCENT DIFFERENCE
COUNTY	0.3757	0.3480	\$982.98	\$830.11	(\$152.87)	(15.55)%
LIBRARY	0.0655	0.0620	\$171.37	\$147.89	(\$23.48)	(13.70)%
SCHOOL CN	0.8056	0.8002	\$2,107.78	\$1,908.79	(\$198.99)	(9.44)%
SOLID WASTE	0.0111	0.0106	\$29.04	\$25.28	(\$3.76)	(12.95)%
TOWNSHIP	0.0433	0.0401	\$113.29	\$95.65	(\$17.64)	(15.57)%
<b>TOTAL</b>	<b>1.3012</b>	<b>1.2609</b>	<b>\$3,404.46</b>	<b>\$3,007.72</b>	<b>(\$396.74)</b>	<b>(11.65)%</b>

TABLE 4: OTHER CHARGES - ADJUSTMENTS TO THIS PROPERTY

LEVYING AUTHORITY	2024	2025	% Change
716 Roscoe	\$16.84	\$16.82	(0.1)%
<b>TOTAL ADJUSTMENTS</b>	<b>\$16.84</b>	<b>\$16.82</b>	<b>(0.1)%</b>

TABLE 5: DEDUCTIONS APPLICABLE TO THIS PROPERTY<sup>4</sup>

TYPE OF DEDUCTION	2024	2025
Fut. Geothermal	\$19,100.00	\$18,400.00
STD_EX	\$48,000.00	\$48,000.00
Supplement STD	\$116,160.00	\$140,062.00
<b>TOTAL DEDUCTIONS</b>	<b>\$183,260.00</b>	<b>\$206,462.00</b>

1. A taxpayer can only receive the Over 65 Circuit Breaker Credit or the County Option Circuit Breaker Credit. Indiana Code § 6-1.1-49-6 specifies that a taxpayer cannot receive both.  
2. The property tax cap is calculated separately for each class of property owned by the taxpayer.  
3. Charges not subject to the property tax caps include property tax levies approved by voters through a referendum. When added to the base property tax cap amount for your property, this creates the effective tax cap. For more information, see the back of this document. Information regarding the referendums proposed during the most recent elections can be located online at: [www.in.gov/dleg/understanding-your-tax-bill/tax-bill-101](http://www.in.gov/dleg/understanding-your-tax-bill/tax-bill-101).  
4. If any circumstances have changed that would make you ineligible for a deduction that you have been granted per Table 5 of this tax bill, you must notify the county auditor. If such a change in circumstances has occurred and you have not notified the county auditor, the deduction will be disallowed and you may be liable for taxes and penalties on the amount deducted.

2-19-25\_v1

2/4 3594





# **COUNTY TAX REPORT (Tract 2)**

# TAX REPORT

## TRACT 2

### Noble County, IN

#### Summary (Auditor)

Parcel ID 57-15-25-200-005.000-021  
 Bill ID 015-100080-03  
 Reference # 571525200013000021  
 Property Address N 25 W  
 Albion, IN, 46701  
 Brief Legal Description Replat Deer Hills Sub Lots 1 & 2  
 (Note: Not to be used on legal documents)  
 Class AGRICULTURAL - VACANT LAND  
 Tax District 57021 York Twp  
 Tax Rate Code 15065 - Adv Tax Rate  
 Property Type 65 - Agricultural  
 Mortgage Co N/A  
 Last Change Date

Due to how data is pulled from the Auditor's property tax software, the information shown here may be incomplete if it involves combined and/or split parcels. FOR SPLIT AND/OR COMBINED PARCELS, please contact the Auditor's Office for property ownership and parcel numbers, the Treasurer's Office for question related to property taxes due, or the Assessor's Office for information on assessed values.

#### Tax Rate

1.2609

#### Ownership (Auditor)

Deeded Owner  
[Smith Jonathan E & Jessica L](#)  
 1184 N 25w  
 Albion, IN 46701

#### Taxing District (Assessor)

County: Noble  
 Township: YORK TOWNSHIP  
 State District: 57021 YORK TOWNSHIP  
 Local District: 57015  
 School Corp: CENTRAL NOBLE COMMUNITY  
 Neighborhood: 2150100 York Twp Base Area

#### Site Description (Assessor)

Topography: Flat  
 Public Utilities: Electricity  
 Street or Road: Paved  
 Area Quality: Static  
 Parcel Acreage: 14.81

#### Sales

Sale Date	Sale Price	Parcel Count	Valid
8/3/2018	\$190,000	2	N
12/4/2006	\$0	1	N

#### Transfer History (Assessor)

For current transfer history, see Transfer History (Auditor) below.

Date	New Owner	Doc ID	Book/Page	Sale Price
8/20/2018	SMITH JONATHAN E & JESSICA L	180800498		\$190,000.00
12/15/2006	SMITH DELBERT A & JANET K TRUSTEES		0612/00333	\$0.00
7/9/2002	SMITH DELBERT A JANET K			\$0.00

Contact the Auditor's Office for correct transfer dates.

#### Transfer History (Auditor)

Date	Transfer From	Instrument	Book	Page	Doc Nbr
8/20/2018	Smith Delbert A & Janet K Trustees Delbert A & Janet K Smith Revocable Living Trust	Trustee's Deed			180800498
12/15/2006	Smith Delbert A & Janet K	Quit Claim			061200333
8/15/1996	Owen Larry W & Diane M				9608403

Contact the Auditor's Office for correct transfer dates.

#### Valuation

Assessment Year	2025	2024	2024 (2)	2023	2022
Reason	ANNUAL ADJUSTMENT	ANNUAL ADJUSTMENT	ANNUAL ADJUSTMENT	ANNUAL ADJUSTMENT	ANNUAL ADJUSTMENT
As Of Date	4/4/2025	7/1/2024	4/11/2024	4/7/2023	4/15/2022

# TAX REPORT

## TRACT 2

Assessment Year	2025	2024	2024 (2)	2023	2022
Land	\$11,100	\$10,600	\$10,600	\$8,900	\$7,000
Land Res (1)	\$0	\$0	\$0	\$0	\$0
Land Non Res (2)	\$11,100	\$10,600	\$10,600	\$8,900	\$7,000
Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
Improvement	\$0	\$0	\$0	\$0	\$0
Imp Res (1)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$11,100</b>	<b>\$10,600</b>	<b>\$10,600</b>	<b>\$8,900</b>	<b>\$7,000</b>
Total Res (1)	\$0	\$0	\$0	\$0	\$0
Total Non Res (2)	\$11,100	\$10,600	\$10,600	\$8,900	\$7,000
Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

### Homestead Allocations

	2024 Pay 2025	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021
Land	\$10,600.00	\$8,900.00	\$7,000.00	\$6,000.00	\$6,000.00
Res Land	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Improve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Res Improve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

### Tax History

*Delinquent payments made after the fall due date will still show due in the year they were originally assessed. If paid, payment will show in the next tax year.  
Note: Total due amount rolls forward to the most current year*

	2024 Pay 2025	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021
+ Spring Tax	\$66.83	\$57.90	\$45.53	\$38.24	\$42.62
+ Spring Penalty	\$0.00	\$2.90	\$0.00	\$0.00	\$0.00
+ Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Tax	\$66.83	\$57.90	\$45.53	\$38.24	\$42.62
+ Fall Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq TS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq TS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Other Assess	\$51.30	\$52.60	\$51.32	\$0.00	\$0.00
	716 Roscoe - \$51.30	716 Roscoe - \$52.60	716 Roscoe - \$51.32		
+ Advert Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Tax Sale Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ NSF Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PTRC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HMST Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LIT Credits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Circuit Breaker	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Over 65 CB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
= Charges	\$184.96	\$171.30	\$142.38	\$76.48	\$85.24
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Credits	(\$184.96)	(\$171.30)	(\$142.38)	(\$76.48)	(\$85.24)
= Total Due	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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

### Property Tax Bill Payment

Visit Mobile County Treasurer's Office

### Pay and/or View Tax Bill

Pay and/or View Tax Bill

# TAX REPORT

## TRACT 2

### Payments (Treasurer)

Year	Receipt #	Transaction Date	Description	Amount
2024 Pay 2025	2153265	11/10/2025	#147 JONATHAN SMITH	\$92.48
2024 Pay 2025	2132694	5/12/2025	B 6 W/OE\$68984.41OT	\$92.48
2023 Pay 2024	2096803	11/7/2024	141 J Smith	\$87.74
2023 Pay 2024	2082213	5/10/2024	M#139 J SMITH	\$83.56
2022 Pay 2023	2044724	11/13/2023	OT E CK \$124204.16	\$71.19
2022 Pay 2023	2020709	5/10/2023	E CK OT \$222737.40	\$71.19
2021 Pay 2022	1988862	11/10/2022	134 JonathanSmith	\$38.24
2021 Pay 2022	1971363	5/10/2022	b9 5/13/22 w/oe	\$38.24
2020 Pay 2021	1940815	11/10/2021	OT 11/12/21 B 9 W/OE	\$42.62
2020 Pay 2021	1911991	5/10/2021	OT 5/10/21 B 17 W/OE	\$42.62
2019 Pay 2020	1878761	11/6/2020	LB 11/5/20 B9 W/OE	\$50.34
2019 Pay 2020	1836832	4/22/2020	E CHECK 4/16/2020	\$50.34
2018 Pay 2019	1826043	11/12/2019	OT 11/13/19 b5 w/oe	\$52.90
2018 Pay 2019	1804307	5/10/2019	5/13/19 B15 W/OE OT	\$52.90
2017 Pay 2018	1757708	8/20/2018	5124 NoAm Title	\$86.10
2017 Pay 2018	1745486	5/10/2018	1185 Janet Smith	\$86.10
2016 Pay 2017	1712221	11/9/2017	3P 1108 JANET	\$60.84
2016 Pay 2017	1688332	5/9/2017	3P 4947 JANET SMITH	\$60.84
2015 Pay 2016	1655434	11/7/2016	4836 DSmith	\$94.48
2015 Pay 2016	1629105	5/5/2016	4706 DSmith	\$94.48
2014 Pay 2015	1601052	11/5/2015	4589 DSmith	\$89.17
2014 Pay 2015	1574678	5/7/2015	4458 3 p	\$89.17
2013 Pay 2014	1543553	11/6/2014	3P 4335	\$88.30
2013 Pay 2014	1513604	5/7/2014	3p 4186	\$88.30

### Tax Estimator

[Link to DLGF Tax Estimator](#)

### Special Assessments

716 Roscoe

	2024 Pay 2025	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021
Spring Tax	\$25.65	\$25.66	\$25.66	\$0.00	\$0.00
Spring Penalty	\$0.00	\$1.28	\$0.00	\$0.00	\$0.00
Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fall Tax	\$25.65	\$25.66	\$25.66	\$0.00	\$0.00
Fall Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Delq NTS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Delq NTS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Delq TS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Delq TS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

### Land

Land Type	Soil ID	Act Front	Eff. Depth	Size	Rate	Adj. Rate	Ext. Value	Infl. %	Value
FARM POND		0	0	0.976	\$2,390.00	\$1,195.00	\$1,166.32	(40%)	\$700.00
WETLANDS		0	0	4.667	\$2,390.00	\$1,195.00	\$5,577.07	(40%)	\$3,350.00
FARM POND		0	0	0.165	\$2,390.00	\$1,195.00	\$197.18	(40%)	\$120.00
NONTILLABLE LAND	CHB	0	0	0.091	\$2,390.00	\$1,315.00	\$119.67	(60%)	\$50.00
NONTILLABLE LAND	CHC	0	0	0.320	\$2,390.00	\$1,195.00	\$382.40	(60%)	\$150.00
NONTILLABLE LAND	HO	0	0	0.712	\$2,390.00	\$2,653.00	\$1,888.94	(60%)	\$760.00
NONTILLABLE LAND	HO	0	0	1.031	\$2,390.00	\$2,653.00	\$2,735.24	(60%)	\$1,090.00
NONTILLABLE LAND	MRB2	0	0	0.183	\$2,390.00	\$1,840.00	\$336.72	(60%)	\$130.00
NONTILLABLE LAND	MRB2	0	0	0.520	\$2,390.00	\$1,840.00	\$956.80	(60%)	\$380.00
NONTILLABLE LAND	MSC3	0	0	0.425	\$2,390.00	\$1,434.00	\$609.45	(60%)	\$240.00
NONTILLABLE LAND	MSC3	0	0	0.564	\$2,390.00	\$1,434.00	\$808.78	(60%)	\$320.00
NONTILLABLE LAND	MSD3	0	0	1.041	\$2,390.00	\$1,195.00	\$1,244.00	(60%)	\$500.00
NONTILLABLE LAND	MTE	0	0	1.744	\$2,390.00	\$1,195.00	\$2,084.08	(60%)	\$830.00
NONTILLABLE LAND	PE	0	0	1.561	\$2,390.00	\$2,653.00	\$4,141.33	(60%)	\$1,660.00
NONTILLABLE LAND	PE	0	0	0.016	\$2,390.00	\$2,653.00	\$42.45	(60%)	\$20.00
NONTILLABLE LAND	WS	0	0	0.446	\$2,390.00	\$2,653.00	\$1,183.24	(60%)	\$470.00
NONTILLABLE LAND	WS	0	0	0.348	\$2,390.00	\$2,653.00	\$923.24	(60%)	\$370.00

# TAX REPORT

## TRACT 2

### Tax Statements (Treasurer)

[2024 Pay 2025 Tax Statement \(PDF\)](#)

[2023 Pay 2024 Tax Statement \(PDF\)](#)

[2022 Pay 2023 Tax Statement \(PDF\)](#)

[2021 Pay 2022 Tax Statement \(PDF\)](#)

[2020 Pay 2021 Tax Statement \(PDF\)](#)

[2019 Pay 2020 Tax Statement \(PDF\)](#)

[2018 Pay 2019 Tax Statement \(PDF\)](#)

Tax Statements are a duplicate copy of the original mailing

### Property Record Cards

[2025 Property Record Card \(PDF\)](#)

[2024 Property Record Card \(PDF\)](#)

[2023 Property Record Card \(PDF\)](#)

[2022 Property Record Card \(PDF\)](#)

[2021 Property Record Card \(PDF\)](#)

[2020 Property Record Card \(PDF\)](#)

### Map



No data available for the following modules: Exemptions, Residential, Commercial, Improvements, Sketches.

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# TAX REPORT

## TRACT 2

STATE FORM 53559 (R25 / 11-24)  
APPROVED BY STATE BOARD OF ACCOUNTS, 2024

TREASURER FORM TS-1A  
PRESCRIBED BY THE DEPARTMENT OF LOCAL GOVERNMENT FINANCE IC 6-1.1-23-8.1

COUNTY: 57 - Noble

### SPRING INSTALLMENT REMITTANCE COUPON

PARCEL NUMBER 57-15-25-200-005.000-021	DUPLICATE NUMBER 16489	TAX YEAR 2024 Payable 2025	Late Payment Penalty: 5% penalty after May 12, 2025, if there is no delinquent amount; 10% penalty for previous delinquency or if payment is made after June 11, 2025		
TAXING UNIT NAME York Twp	LEGAL DESCRIPTION Replat Deer Hills Sub Lots 1 & 2				
PROPERTY ADDRESS N 25 W, Albion IN 46701			<table border="1"> <tr> <td>SPRING AMOUNT DUE by May 12, 2025:</td> <td><b>\$ 92.48</b></td> </tr> </table>	SPRING AMOUNT DUE by May 12, 2025:	<b>\$ 92.48</b>
SPRING AMOUNT DUE by May 12, 2025:	<b>\$ 92.48</b>				



3594\*9\*\*G50\*\*1.018\*\*5/8\*\*\*\*\*AUTO\*\*S-DIGIT 46701  
SMITH JONATHAN E & JESSICA L  
1184 N 25 W  
ALBION IN 46701-9602

Phone: (260)636-2644  
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Noble County Treasurer  
109 N York St  
Albion IN 46701

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COUNTY: 57 - Noble

### FALL INSTALLMENT REMITTANCE COUPON

PARCEL NUMBER 57-15-25-200-005.000-021	DUPLICATE NUMBER 16489	TAX YEAR 2024 Payable 2025	Late Payment Penalty: 5% penalty after November 10, 2025, if there is no delinquent amount; 10% penalty for previous delinquency or if payment is made after December 10, 2025		
TAXING UNIT NAME York Twp	LEGAL DESCRIPTION Replat Deer Hills Sub Lots 1 & 2				
PROPERTY ADDRESS N 25 W, Albion IN 46701			<table border="1"> <tr> <td>FALL AMOUNT DUE by November 10, 2025:</td> <td><b>\$ 92.48</b></td> </tr> </table>	FALL AMOUNT DUE by November 10, 2025:	<b>\$ 92.48</b>
FALL AMOUNT DUE by November 10, 2025:	<b>\$ 92.48</b>				



SMITH JONATHAN E & JESSICA L  
1184 N 25W  
ALBION IN 46701

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Albion IN 46701

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Please fold on perforation BEFORE tearing

COUNTY: 57 - Noble

### TAXPAYERS' COPY - KEEP FOR YOUR RECORDS

PARCEL NUMBER 57-15-25-200-005.000-021	DUPLICATE NUMBER 16489	TAX YEAR 2024 Payable 2025	DUE DATES SPRING - May 12, 2025 FALL - November 10, 2025
TAXING UNIT NAME York Twp	LEGAL DESCRIPTION Replat Deer Hills Sub Lots 1 & 2		

DATE OF STATEMENT: 03/24/2025

TOTAL DUE FOR 24 PAY 25: \$184.96

PROPERTY ADDRESS N 25 W, Albion IN 46701	
PROPERTY TYPE Real	TOWNSHIP YORK TWP
ACRES 14.8100	COUNTY SPECIFIC RATE 18.214900

ITEMIZED CHARGES	SPRING TOTAL	FALL TOTAL
Tax	\$66.83	\$66.83
Delinquent Tax	\$0.00	\$0.00
Delinquent Penalty	\$0.00	\$0.00
Other Assessment(OA)	\$25.65	\$25.65
Delinquent OA Tax	\$0.00	\$0.00
Delinquent OA Penalty	\$0.00	\$0.00
Fees	\$0.00	\$0.00
Adjustments	\$0.00	\$0.00
<b>Amount Due</b>	<b>\$92.48</b>	<b>\$92.48</b>
Payment Received	(\$0.00)	(\$0.00)
<b>Balance Due</b>	<b>\$92.48</b>	<b>\$92.48</b>

SMITH JONATHAN E & JESSICA L  
1184 N 25W  
ALBION IN 46701

3/4 3594







**SELLER'S RESIDENTIAL  
R/E DISCLOSURE  
(Tract 1)**

# SELLER'S RESIDENTIAL DISCLOSURE

## TRACT 1



### SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

State Form 46234 (07/16-14)

Date (month, day, year)  
01/28/2026

**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. 160-2014. 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)  
1184 North 25 West, Albion, IN 46701

1. The following are in the conditions indicated:

A. APPLIANCES	None/Not Included/Repaired	Defective	Not Defective	Do Not Know
Built-in Vacuum System	X			
Clothes Dryer	X			
Clothes Washer	X			
Dishwasher			X	
Disposal			X	
Freezer	X			
Gas Grill	X			
Hood			X	
Microwave Oven			X	
Oven			X	
Range			X	
Refrigerator	X			
Room Air Conditioner(s)	X			
Trash Compactor	X			
TV Antenna / Dish	X			
Other:				

B. ELECTRICAL SYSTEM	None/Not Included/Repaired	Defective	Not Defective	Do Not Know
Air Purifier	X			
Burglar Alarm			X	
Ceiling Fan(s)			X	
Garage Door Opener / Controls			X	
Inside Telephone Wiring and Blocks / Jacks			X	
Intercom	X			
Light Fixtures			X	
Sauna	X			
Smoke / Fire Alarm(s)			X	
Switches and Outlets			X	
Vent Fan(s)			X	
60 / 100 / 200 Amp Service (Circle one)				X
Generator	X			

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

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

Signature of Seller	Date (mm/dd/yyyy) 02/05/2026	Signature of Buyer	Date (mm/dd/yyyy)
Signature of Seller	Date (mm/dd/yyyy)	Signature of Buyer	Date (mm/dd/yyyy)

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

C. WATER & SEWER SYSTEM	None/Not Included/Repaired	Defective	Not Defective	Do Not Know
Cistern	X			
Septic Field / Bed			X	
Hot Tub	X			
Plumbing			X	
Aerator System			X	
Sump Pump			X	
Irrigation Systems	X			
Water Heater / Electric			X	
Water Heater / Gas	X			
Water Heater / Solar	X			
Water Purifier	X			
Water Softener			X	
Well			X	
Septic & Holding Tank/Septic Mound			X	
Geothermal and Heat Pump			X	
Other Sewer System (Explain)	X			
Swimming Pool & Pool Equipment	X			

	Yes	No	Do Not Know
Are the structures connected to a public water system?		X	
Are the structures connected to a public sewer system?		X	
Are there any additions that may require improvements to the sewage disposal system?		X	
If yes, have the improvements been completed on the sewage disposal system?			
Are the improvements connected to a private/community water system?		X	
Are the improvements connected to a private/community sewer system?		X	

D. HEATING & COOLING SYSTEM	None/Not Included/Repaired	Defective	Not Defective	Do Not Know
Attic Fan	X			
Central Air Conditioning			X	
Hot Water Heat	X			
Furnace Heat / Gas	X			
Furnace Heat / Electric	X			
Solar House-Heating	X			
Woodburning Stove	X			
Fireplace			X	
Fireplace Insert	X			
Air Cleaner	X			
Humidifier	X			
Propane Tank			X	
Other Heating Source				

# SELLER'S RESIDENTIAL DISCLOSURE

## TRACT 1

Property address (number and street, city, state, and ZIP code)  
1184 North 25 West, Albion, IN 46701

2. ROOF	YES	NO	DO NOT KNOW	4. OTHER DISCLOSURES	YES	NO	DO NOT KNOW
Age, if known: _____ Years.			X	Do structures have aluminum wiring?		X	
Does the roof leak?			X	Are there any foundation problems with the structures?		X	
Is there present damage to the roof?	X			Are there any encroachments?		X	
Is there more than one layer of shingles on the house?			X	Are there any violations of zoning, building codes, or restrictive covenants?		X	
If yes, how many layers? _____			X	Is the present use a non-conforming use?		X	
Explain: _____				Explain: _____			
<b>3. HAZARDOUS CONDITIONS</b>	<b>YES</b>	<b>NO</b>	<b>DO NOT KNOW</b>				
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?		X		Is the access to your property via a private road?		X	
Is there contamination caused by the manufacture of a controlled substance on the property that has not been certified as decontaminated by an inspector approved under IC 13-14-1-15?		X		Is the access to your property via a public road?	X		
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?		X		Is the access to your property via an easement?		X	
Explain: _____				Have you received any notices by any governmental or quasi-governmental agencies affecting this property?		X	
<b>E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS:</b> (Use additional pages, if necessary)				Are there any structural problems with the building?		X	
				Have any substantial additions or alterations been made without a required building permit?		X	
				Are there moisture and/or water problems in the basement, crawl space area, or any other area?		X	
				Is there any damage due to wind, flood, termites or rodents?		X	
				Have any structures been treated for wood destroying insects?		X	
				Are the furnace/woodstove/chimney/flue all in working order?	X		
				Is the property in a flood plain?		X	
				Do you currently pay flood insurance?		X	
				Does the property contain underground storage tank(s)?		X	
				Is the homeowner a licensed real estate salesperson or broker?		X	
				Is there any threatened or existing litigation regarding the property?		X	
				Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?		X	
				Is the property located within one (1) mile of an airport?		X	

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

Signature of Seller	Date (mm/dd/yy) 02/05/20	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)
----------------------------------	-----------------	----------------------------------	-----------------

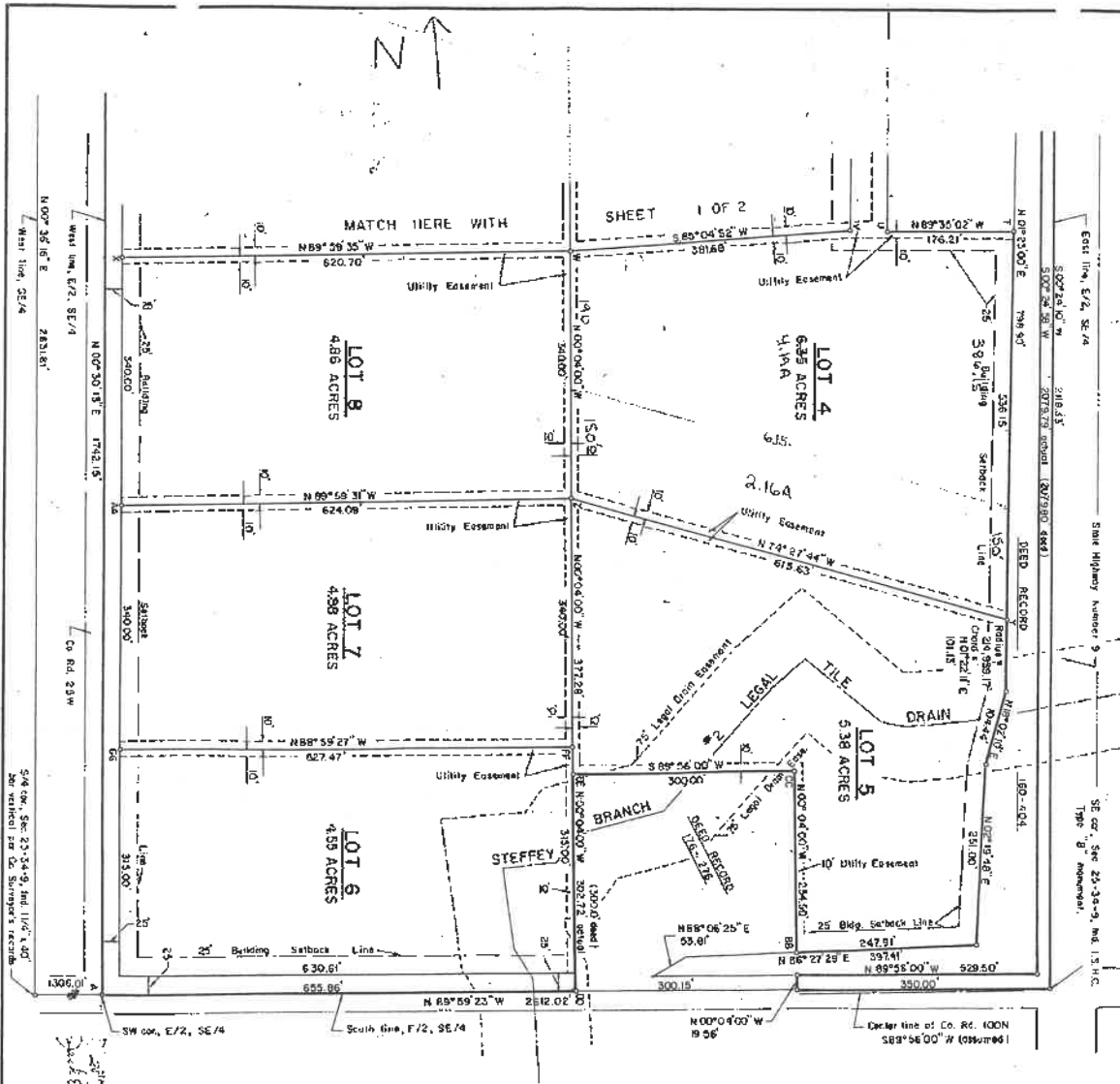


# **SURVEY**

## **(Tracts 1 & 2)**



# SURVEY



REPLAT OF DEER HILLS SUBDIVISION  
 PT. SE/4, SEC. 26-T34N-R9E, NOBLE CO., INDIANA  
 PLAT-04-0311

### DEED OF DEDICATION

We, the undersigned, Charles F. Bassett and Lorna L. Bassett, of legal age and of sound mind, do hereby certify that we have owned, built, and maintained the above described lot, block, and subdivision, and do hereby say that we do hereby dedicate and convey to the public the utility easements and right-of-way shown on this plat, to be used for the purposes of the public.

This subdivision shall be known and designated as REPLAT OF DEER HILLS SUBDIVISION, a subdivision of Noble County, Indiana. All streets, alleys, paths, and other public roads shown and set hereon dedicated, are hereby dedicated to the public.

From and after the date of recording of this plat, the utility easements and right-of-way shown on this plat, between which lines and the property lines of the street, there shall be conveyed or maintained no building or structure.

Witness our hands and seals this 23rd day of October, 1982.

Charles F. Bassett  
 Lorna L. Bassett

State of Indiana)  
 County of Daviess )  
 I, SS  
 My commission expires August 19, 1984

Witness my hand and seal this 23rd day of October, 1982.

Michael G. Worthington  
 Notary Public

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 County of Daviess )  
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 My commission expires August 19, 1984

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Witness my hand and seal this 23rd day of October, 1982.

Michael G. Worthington  
 Notary Public

SECONDARY PLAT  
 REPLAT OF DEER HILLS SUBDIVISION  
 PT. SE/4, SEC. 26-T34N-R9E, NOBLE CO., INDIANA

DATE: October 23, 1982  
 DRAWN: M. Worthington  
 CHECKED: L. Owen



DATE	REVISION

**OWEN & FISHER, INC.**  
 SURVEYING AND ENGINEERING  
 222 S. SECOND ST.  
 DECATUR, INDIANA 46733  
 LARRY W. OWEN RE., L.S. 12191 721 4001



# **RESTRICTIONS & COVENANTS (Tract 1)**

# RESTRICTIONS & COVENANTS

# 397

DEED OF DEDICATION, PROTECTIVE RESTRICTIONS,  
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED  
TO AS A PART OF THE DEDICATION AND PLAT OF

RECEIVED FOR RECORD  
At 11:30 o'clock AM and Recorded  
In Record 4 Page 282

FEB 11 1980

DEER HILLS SUBDIVISION

LOCATED IN SECTION 25, TOWNSHIP 34 NORTH, RANGE 9 EAST  
NOBLE COUNTY, INDIANA

*Dorinda Haslam*  
Recorder of Noble County, Ind.

The undersigned, CHARLES F. BASSETT, LOUANN L. BASSETT, CENTRAL NOBLE BUILDING TRADES COUNCIL, INC., WILLIAM S. GONCZAK, PRES., JAMES D. SCHROCK, ASST. SECY.  
and LARRY W. OWEN

, hereby declare that they are the owners and developers respectively of the real estate shown and described in this plat and do hereby lay off, plat and subdivide said real estate in accordance with the information shown on the final plat, being the certified plat appended hereto and incorporated herein.

1. Name: The subdivision shall be known and designated as DEER HILLS SUBDIVISION, in Section 25, Township 34 North, Range 9 East, Noble County, Indiana.
2. Lot Designations: The lots are numbered 1 to 27, inclusive, and Outlot No. 1, as shown on the plat. The subdivision of any lot or outlot herein established shall require the full subdivision proceeding according to the Noble County Subdivision Control Ordinance.
3. Dedication: All streets, easements, and common space specifically shown or described are hereby expressly dedicated to public use for their usual and intended purpose.
4. Use: No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lots other than detached single-family dwelling not to exceed two-stories in height. Each house shall include not less than one car garage which shall be built as part of said structure and attached thereto. Outlot No. 1 is intended to be further subdivided at a later date. No building shall be allowed on this Outlot as long as said Outlot is undivided.
5. Minimum Floor Plan Size: No building shall be built on any lot having a ground floor area upon the foundation, exclusive of one story open porches, breezeway or garage, of less than 1300 square feet for a one-story dwelling, nor less than 900 square feet for a dwelling of more than one story.
6. Yard Requirements: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located nearer than a distance of ten (10) feet to an interior lot line, and the combined width of both side yards shall be not less than a distance equal to 25% (twenty-five percent) of the lot width. No dwelling shall be located on any interior lot nearer than twenty (20) feet to the rear lot line. Where these yard requirements compare as less restrictive than the Noble County Zoning Ordinance, the requirements of the Noble County Zoning Ordinance shall control.
7. Visual Obstructions: No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line. No fence, wall, hedge or shrub planting, which obstructs sight line at elevations between 2 and 7 feet above roadways, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections, unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

# RESTRICTIONS & COVENANTS

-2-

Book 4 Page 285

8. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. Oil Development, Etc.: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

10. Signs: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

11. Animals: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

12. Rubbish, Etc.: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. Driveways: All driveways from the street to the garage shall be a minimum construction of crushed stone to a minimum depth of six (6) inches and not less than nine feet in width. The minimum size of drainage pipe to be placed in the Street side ditch at any driveway entrance shall be twelve (12) inches. Lots number 5 and 6 and number 18 and 19 shall be required to share driveway entrances from the County Roads. Sharing of the installation and maintenance of the drive to the point of separation of the driveways shall be by equal amounts.

14. Storage Tanks: All fuel or oil storage tanks shall be installed under ground or concealed within the main structure of the dwelling house, its basement or attached garage.

15. Sewers, Etc.: In addition to the utility easements herein designated, easements in the streets, as shown on this plat, are hereby reserved and granted to all Public Utility Companies, and proprietors of the land herein platted, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove all and every type of gas main, water main and sewer main (sanitary and/or storm) with all necessary appliances, subject nevertheless to all reasonable requirements of any governmental body having jurisdiction thereof as to maintenance and repair of said streets.

All dwellings shall be served by individual water supply systems meeting the requirements of the Noble County Health Department. The Developer will, at its expense, install a sewage system that will connect to each lot in the subdivision, excepts lots number 11 and 12, which shall be serviced by individual on-site sewage absorption systems. The sewage system will be designed and constructed in such a manner as to comply with all pertinent laws of Noble County, State of Indiana, and regulations of appropriate governmental agencies or divisions. As portions of the Sewage System are completed, they will be accepted by the Homeowner's Association for administration and maintenance, except that the part of the systems located on the individual lots shall be the expressed responsibility of the individual lot owner. The Environmental Commons shall also be governed by the restrictions applying to Common Space. (See Item No. 22).

16. Storm Water: No rain or storm water run off or such things as roof water, street pavement and surface water, caused by natural precipitation, shall at any time be discharged into or permitted to flow into the Sanitary Sewage System which shall be a separate sewer system from the Storm Water and Surface Water Run Off System. No sanitary sewage shall at any time be discharged or permitted to flow into the above mentioned Storm Water and Surface Water Run Off System.

In order to control storm water runoff from this subdivision, two areas have been designated as storm water retention areas. The Natural Commons and portions of Lots Number 17, 20, 21 and 22 (That portion of the lots below an elevation of 892.0' M.S.L.) will serve as temporary storm water storage areas.

# RESTRICTIONS & COVENANTS

Book 4 Page 284

17. Utility Easements: Easements for the installation and maintenance of utility and drainage facilities are reserved as shown on the plat for the construction of poles, wires, and conduits and the necessary or proper attachments in connection therewith for the transmission of utilities, telephone service, construction and maintenance of drains, sewers, pipelines, gas, water and heat and for any other public or quasi public utility function. Any municipal, public or quasi public corporation engaged in supplying any one or more of the above utilities will have the right to enter upon said easements for any purpose for which said easements are reserved. All of said easements shall be kept free of permanent structures (except those installed by any such municipal, public or quasi public corporation) and removal of any obstructions by any such Utility Company shall in no way obligate the Utility Company to pay damages or to restore any such removed obstruction to its original form. All such obstructions whether temporary or permanent shall be subject to the paramount rights of any such Utility Company to construct, install, repair, maintain or replace its utilities and/or sewer installations.

18. Plan Approval: No building shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure, have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design within existing structures, and as to location with respect to topography and finished grade elevations.

The Architectural Control Committee is composed of three members, the Committee Members to be appointed by the Deer Hills Homeowner's Association. A majority of the Committee may designate a representative to act for it. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

The Committee's approval or disapproval, as required by these covenants, shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

19. Materials: All building shall be constructed in substantial and good workmanlike manner and of new materials. No roll siding, asbestos shingle siding, or siding containing asphalt and tar as one of its principal ingredients shall be used in the exterior construction of any building on any lots of said subdivision, and no roll roofing of any description or character shall be used on the roof of any dwelling house or attached garage on any of said lots.

20. Temporary Structure: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

21. Completion of Construction: Construction of the single family dwelling house and garage and all landscaping shall be completed twelve months after the construction has begun. An extension of this time period may be made by the Architectural Control Committee upon written request, said extension to be solely within the discretion of the Committee.

22. Common Space: The areas shown on the final plat of this Subdivision known as the "Environmental Commons" and the "Natural Commons" shall be for the use and enjoyment of the owners of all the lots exclusively. The rights and easements of enjoyment hereby created shall be governed by the Deer Hills Homeowner's Association, and subject to rules and regulations established by that body. The Developer may retain legal title to said Common Spaces until such time as it has sold 90% of the lots, when the Developer shall convey to the Association such Common Spaces with all improvements.

# RESTRICTIONS & COVENANTS

Book 4 Page 285

23. Deer Hills Homeowner's Association, Inc.: The Developer of this subdivision shall cause to be created a non-profit organization to be known as Deer Hills Homeowner's Association, Inc., for the purpose of holding title to, governing, and maintaining the areas known as Common Spaces (See Item No. 22). Each and every lot is hereby afforded one voting membership in said Association for the purpose of conducting the business of said Association. When more than one person or entity holds any equitable interest in any lot, all such persons or entities shall exercise the vote for that lot as they among themselves may determine. The Developer hereby covenants and each subsequent lot owner, by acceptance of a deed or conveyance, is deemed to covenant and agree to become a member of said Association and to be bound by its By-laws, Rules and Regulations. Any fees or assessments duly established by said Association shall constitute a lien against the benefitted lots.

24. Limitations on Restrictions: The restrictions and covenants herein contained shall run with the land and be effective for a period of fifty (50) years, said restrictions and covenants may be altered or amended by the owners of 65% of the lots in said subdivision at the time the alteration or amendment of restrictions and covenants is made; provided, however the Developer, its successors or assigns shall have the exclusive right within 2 years from the date of the recording of this plat to amend any of the covenants or restrictions except number two (2) above. The term "Owners" shall be a person, firm or corporation in whose name the fee title appears of record in the office of the Recorder of Noble County, Indiana.

25. Enforcement: Enforcement shall be by proceedings at law or in equity against any person, or persons, violating, or attempting to violate, any covenants, either to restrain violation or to recover damages.

26. Restrictions Separately Enforced: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, Charles F. Bassett and Louana L. Bassett,  
CENTRAL NOBLE BUILDING TRADES COUNCIL, INC., WILLIAM S. GRAWCOCK, PRES., JAMES D. SCHROCK, VICE PRES., LARRY W. OWEN  
 Owners and Developers of the real estate described in said Plat, have hereunto set their hand and seal this 18<sup>th</sup> 19<sup>th</sup> day of DECEMBER, 1979.

Charles F. Bassett Louana L. Bassett  
Wm S Grawcock, Pres  
James D. Schrock, Asst. Sec.

STATE OF INDIANA )  
 COUNTY OF NOBLE ) SS

Before me a Notary Public in and for said County and State, personally appeared Charles F. Bassett and Louana L. Bassett

and acknowledged the voluntary execution of the Plat herewith for the purposes and uses therein set forth this 18 day of December, 1979.

Laura Jane Ketcham  
 Notary Public

My commission expires: July 24, 1980

STATE OF INDIANA )  
 COUNTY OF NOBLE ) SS

Before me a Notary Public in and for said County and State, personally appeared William S. Grawcock and James D. Schrock, president and assistant secretary of Central Noble Building Trades Council, Inc.

and acknowledged the voluntary execution of the Plat herewith for the purposes and uses therein set forth this 19th day of December, 1979.

Laura Jane Ketcham  
 (Laura Jane Ketcham) Notary Public  
 Residing in Noble County, Indiana

My commission expires:  
 August 23, 1982

# RESTRICTIONS & COVENANTS

3181

RECEIVED FOR RECORD  
At 4:00 p.m. Monday, December 20, 1982  
In Record 4 Page 312

DEED OF DEDICATION, PROTECTIVE RESTRICTIONS,  
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS, APPENDED  
TO AS A PART OF THE DEDICATION AND PLAT OF

DEC 20 1982

*Donnie H. Hester*  
Recorder of Noble County, Ind.

REPLAT OF DEER HILLS SUBDIVISION

LOCATED IN SECTION 25, TOWNSHIP 34 NORTH, RANGE 9 EAST  
NOBLE COUNTY, INDIANA

The undersigned, CHARLES F. BASSETT - LOANN L.  
BASSETT - DIANE M. OWEN  
and LARRY W. OWEN, hereby declare that they are the owners  
and developers respectively of the real estate shown and described in this plat and  
do hereby lay off, plat and subdivide said real estate in accordance with the in-  
formation shown on the final plat, being the certified plat appended hereto and in-  
corporated herein:

1. Name: The subdivision shall be known and designated as REPLAT OF DEER HILLS  
SUBDIVISION, in Section 25, Township 34 North, Range 9 East, Noble County, Indiana.

2. Lot Designations: The lots are numbered 1 to 9, inclusive, as shown on the  
plat. The subdivision of any lot or outlot herein established shall require the final  
subdivision proceeding according to the Noble County Subdivision Control Ordinance.

3. Dedication: All streets and easements specifically shown or described are  
hereby expressly dedicated to public use for their usual and intended purpose. The  
Developer will, at its expense, construct the street known as Meadow Court according  
to the attached plan.

4. Dwelling Requirements: No dwelling shall be built on any lot having a ground  
floor area upon the foundation, exclusive of one story open porches, breezeway or  
garage, of less than 1,300 square feet. All building shall be constructed in substan-  
tial and good workmanlike manner and of new materials. No roll siding, asbestos  
shingle siding, or siding containing asphalt and tar as one of its principal ingre-  
dients shall be used in the exterior construction of any building on any lots of  
said subdivision, and no roll roofing of any description or character shall be used  
on the roof of any dwelling house or attached garage on any of said lots. No struc-  
ture of a temporary character, trailer, basement, tent, shack, garage, barn or other  
outbuilding shall be used on any lot at any time as a residence, either temporarily  
or permanently.

5. Yard Requirements: No buildings shall be located on any lot nearer to the  
front lot line or nearer to the side street line than the minimum building setback  
lines shown on the recorded plat. In any event, no building shall be located  
nearer than a distance of ten (10) percent of the lot width, and the combined width  
of both side yards shall be not less than a distance equal to 25% (twenty-five per-  
cent) of the lot width. No dwelling shall be located on any interior lot nearer  
than thirty (30) feet to the rear lot line. Where these yard requirements compare  
as less restrictive than the Noble County Zoning Ordinance, the requirements of the  
Noble County Zoning Ordinance shall control.

6. Visual Obstructions: No fence or wall shall be erected, placed or altered  
on any lot nearer to any street than the minimum building setback line. No fence,  
wall, hedge or scrub planting, which obstructs sight line at elevations between 2  
and 7 feet above roadways, shall be placed or permitted to remain on any corner lot  
within the triangular area formed by the street property lines and a line connecting  
them at points 25 feet from the intersection of the street lines, or in case of a  
rounded property corner, from the intersection of the street property lines extended.  
The same sight-line limitations shall apply on any lot within 10 feet from the inter-  
section of a street property line with the edge of a driveway or alley pavement. No  
trees shall be permitted to remain within such distances of such intersections, unless  
the foliage line is maintained at sufficient height to prevent obstruction of sight  
lines.

7. Nuisances: No noxious or offensive activity shall be carried on upon any  
lot, nor shall anything be done thereon which may be or may become an annoyance or  
nuisance to the neighborhood.

# RESTRICTIONS & COVENANTS

Page 4 of 313

8. Rubbish, Etc.: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. Utility Easements: Easements for the installation and maintenance of utility and drainage facilities are reserved as shown on the plat for the construction of poles, pipes, and conduits and the necessary or proper attachments in connection therewith for the transmission of utilities, telephone service, construction and maintenance of drains, sewers, pipelines, gas, water and heat and for any other public or quasi public utility function. Any municipal, public or quasi public corporation engaged in supplying any one or more of the above utilities will have the right to enter upon said easements for any purpose for which said easements are reserved. All of said easements shall be kept free of permanent structures [except those installed by any such municipal, public or quasi public corporation] and removal of any obstructions by any such Utility Company shall in no way obligate the Utility Company to pay damages or to restore any such removed obstruction to its original form. All such obstructions whether temporary or permanent shall be subject to the paramount rights of any such Utility Company to construct, install, repair, maintain or replace its utilities and/or sewer installations.

10. Sewer and Water: All buildings shall be served by individual sanitary sewer and water supply systems meeting the requirements of the Noble County Health Department.

11. Limitations on Restrictions: The restrictions and covenants herein contained shall run with the land and be effective for a period of fifty (50) years, said restrictions and covenants may be altered or amended by the owners of 60% of the lots in said subdivision at the time for alteration or amendment of restrictions and covenants as made; provided, however the Developer, its successors or assigns shall have the exclusive right within 2 years from the date of the recording of this plat to amend any of the covenants or restrictions except number two (2) above. The term "Owners" shall be a person, firm or corporation in whose name the fee title appears of record in the office of the Recorder of Noble County, Indiana.

12. Enforcement: Enforcement shall be by proceedings at law or in equity against any person, or persons, violating, or attempting to violate, any covenants, either to restrain violation or to recover damages.

13. Restrictions Separately Enforced: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, CHARLES F. BASSETT, LOANN L. BASSETT, DIANE M. OWEN and LARRY W. OWEN

Owners and Developers of the Real Estate described in said Plat, have hereunto set their hand and seal this 29<sup>th</sup> day of OCTOBER, 1982.

Charles F. Bassett Larry W. Owen  
Loann L. Bassett Diane M. Owen

STATE OF INDIANA }  
 COUNTY OF ADAMS }

Before me a Notary Public in and for said County and State, personally appeared CHARLES F. BASSETT, LOANN L. BASSETT, DIANE M. OWEN & LARRY W. OWEN

and acknowledged the voluntary execution of the Plat hereunto for the purposes and uses therein set forth this 29<sup>th</sup> day of OCTOBER, 1982.

Michael G. Weeling  
 MICHAEL G. WEEING, Notary Public

My commission expires: AUGUST 14, 1984  
 A RESIDENT OF ADAMS COUNTY



# PRELIMINARY TITLE

# PRELIMINARY TITLE

SCHEDULE A

## MERIDIAN TITLE CORPORATION

---

File No.: 26-3160	Effective Date: January 19, 2026 at 8:00 AM
Customer Reference No.:	Property Address Reference: 1184 North 25 West, Albion, IN 46701

---

1. Policy or Policies to be issued:

(a)  ALTA Owner's Policy 06/17/06 Amount: **TBD**

Proposed Insured: **A natural person or legal entity to be determined**

(b)  ALTA Loan Policy 06/17/06 Amount:

Proposed Insured:

2. The estate or interest in the land described or referred to in this Preliminary Title Report is Fee Simple.

3. Title to said estate or interest in said land is at the effective date hereof vested in:

Jonathan E. Smith and Jessica L. Smith, Husband and Wife

4. The land referred to in this Preliminary Title Report is located in the County of Noble, State of Indiana described as follows:

SEE ATTACHED EXHIBIT "A"

# PRELIMINARY TITLE

File No.: 26-3160

Part I, SCHEDULE B

**THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH:**

1. Notification in writing is required for all changes to this Preliminary Title Report. Additional requirements may be imposed after review of said notification.
2. Vendor's Affidavit (if Owner's Policy) and Mortgagor's Affidavit (if Lender's Policy).

As to the Lender's Policy only:

Upon receipt of a Vendor's and Mortgagor's Affidavit with content and form acceptable to the insurer, the Standard Exceptions as set out in Part II of the Schedule B herein will be deleted.)

3. Properly executed and fully completed Certificate of Non-Foreign Status of Transferor.  
Note: Seller Proceeds cannot be disbursed until this form is completed in its entirety.
4. 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.
5. Warranty Deed suitable for recording, when the proposed insured is determined.
6. There were no open mortgage liens found in the public record against the subject property.
7. Provide to the insurer a copy of the Decree of Dissolution and Property Settlement Agreement, if filed, between Jessica Smith and Jonathan Smith under 57C01-2212-DN-000113 and provide evidence that the liens created, if any, have been satisfied and discharged.

NOTE: Insurer reserves the right to make additional requirements upon review.

8. Payment of all due and payable, unpaid and/or delinquent Homeowners Association Fees and Assessments charged in connection with the insured premises. If all fees have been paid prior to closing, provide a written statement from the Homeowners Association for the subdivision stating that all fees have been paid.

**NOTE: Due to the passage of SEA 370 (P.L. 80-2013), rates and fees are subject to change from current existing charges for transactions closed on or after July 1, 2013.**

**NOTE: In accordance with applicable underwriter guidelines, there may be a title premium re-issue discount for this transaction. Please contact our office prior to your closing for more details.**

# PRELIMINARY TITLE

File No.: 26-3160

Part II, SCHEDULE B

THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY.

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Preliminary Title Report.
2. Standard Exceptions:
  - a) Rights or claims of parties in possession not shown by the public records.
  - b) Easements, or claims of easements, not shown by the public records.
  - c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
  - d) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Special Exceptions:
  - a) Taxes for the year 2025 Payable in 2026 are a lien not yet due and payable.  
Taxes for the year 2024 Payable in 2025 are as follows:

Key Number	State ID Number Only (Affects Parcel I)
State ID Number	57-15-25-200-013.000-021
Township	York
1 <sup>st</sup> installment due May 10, 2025	\$1,251.75 - Paid
2 <sup>nd</sup> installment due November 10, 2025	\$1,251.75 - Paid

Assessed Values for 2024/2025:

Land	\$47,400.00
Improvements	\$397,600.00
Exemption (Homeowners)	\$48,000.00
Exemption (Homestead Supplemental)	\$140,062.00
Exemption (Geothermal)	\$18,400.00
Net Valuations	\$238,538.00

716 Roscoe Drain/Ditch Assessment Fees:

1st installment - \$8.41 - Paid  
2nd installment - \$8.41 - Paid

Key Number	State ID Number Only (Affects Parcel II)
State ID Number	57-15-25-200-005.000-021
Township	York
1 <sup>st</sup> installment due May 10, 2025	\$66.83 - Paid
2 <sup>nd</sup> installment due November 10, 2025	\$66.83 - Paid

Assessed Values for 2024/2025:

Land	\$10,600.00
Improvements	\$0.00
Exemption (Homeowners)	\$0.00
Exemption (Homestead Supplemental)	\$0.00
Net Valuations	\$10,600.00

716 Roscoe Drain/Ditch Assessment Fees:

1st installment - \$25.66 - Paid  
2nd installment - \$25.66 - Paid

Valid only if Schedules A and B are attached.  
Schedule BII consists of 3 page(s)

# PRELIMINARY TITLE

File No.: 26-3160

Part II, SCHEDULE B

NOTE FOR INFORMATION: Tax information supra is limited to the LAST BILLED information reflected in the computer input in the Treasurer's office and does not necessarily reflect the most current information as to applicable penalties, deductions, exemptions, assessments and payments. Also, it does not reflect possible additional taxes and civil penalties as a result of a determination by County officials that a deduction was improperly granted. A check with the Treasurer's or Auditor's Office should be made to determine the exact status and amount of taxes due, if any.

- b) Special assessments/sewer usage charges, if any, levied by the City/Town of Albion.
- c) Any and all recorded covenants, conditions, restrictions, building setback lines, easements, rights of way, legal ditches and drains, and any amendments thereto, and all rights therein.
- d) 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.
- e) Building setback lines and easements as evidenced on the recorded Plat recorded in the Office of the Recorder of Noble County, Indiana.

NOTE: A copy of the plat is available upon request.

- f) Alteration of Covenants recorded April 25, 1994 in Instrument No. 9404585 in the Office of the Recorder of Noble County, Indiana.
- g) Protective Restrictions, Covenants, Limitations and Easements for Deer Hills recorded December 20, 1982 in Book 4, Page 312, and any amendments thereto, in the Office of the Recorder of Noble County, Indiana.
- h) Minimum building set back requirements and easements as the same appear upon the plat of the insured premises, recorded in Plat Book 4, page 310-311.

## SEARCH AND LIMITATION OF LIABILITY

This information in commitment form is not an abstract or opinion of title, nor is it a commitment to insure title. This information is furnished for reference purposes only and should not be relied upon for title purposes when acquiring or conveying an interest in the land. It may not be relied upon as a commitment to insure title to the land identified herein. If title insurance coverage is desired, application should be made for a title insurance commitment in a specified amount and identifying the proposed insured.

Liability by MERIDIAN TITLE CORPORATION is limited to a maximum of \$1,000.00. Liability is limited to actual loss or damage resulting solely from the inaccuracy of the information set forth above. This Guarantee specifically, but not by limitation, does not evidence or assure the following:

- Matters subsequent to Search date herein;
- Property Owners fees and assessments, unless recorded as a lien;
- City and/or County codes and ordinances;
- Unrecorded building lines, easements, restrictions, covenants, or rights of way.

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 form of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000 may be in the form of 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. Personal checks may be accepted, provided the amount does not exceed \$500. Meridian Title Corporation strongly suggests that all funding for the transaction be in the form of an irrevocable wire in order to allow us to disburse funds timely to all parties. Otherwise it's

Valid only if Schedules A and B are attached.  
Schedule BII consists of 3 page(s)

# PRELIMINARY TITLE

File No.: 26-3160

Part II, SCHEDULE B

possible that disbursements may be delayed until the funds have been unconditionally credited.

**NOTE:** This Commitment is not an abstract, examination, report, or representation of fact or title and does not create and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action. The sole liability of company and its title insurance agent shall arise under and be governed by the conditions of the commitment.

**NOTE:** RREAL IN is statutorily mandated by Indiana Code 27-7-3-15.5 and its objective is to develop an electronic system for the collection and storage of information concerning persons that have or will participate in or assist with a residential real estate transaction. All closing agents are required to complete an on-line form pursuant to the statute. If you are person or party to which this section applies; loan brokerage business, mortgage loan originator, principal real estate broker, real estate sales person or real estate broker salesperson, title insurance underwriter, title insurance agency and/or agent, licensed or certified appraiser, appraisal management company, or creditor to a first lien purchase mortgage, you must provide the closing agent with applicable license information or be subject to possible fines as indicated in said Indiana Code. More information can be found at [www.in.gov/ldoi/](http://www.in.gov/ldoi/).

**NOTE FOR INFORMATIONAL PURPOSES ONLY:**

The following deed(s) (if any) affecting said land were recorded within Twenty-four (24) months of the date of this product. If no deed(s) were found, the last deed of record is shown below:

Grantor:	Delbert A. Smith and Janet K. Smith, as Trustees of the Delbert A. Smith and Janet K. Smith Revocable Living Trust dated the 4th day of December, 2006
Grantee:	Jonathan E. Smith and Jessica L. Smith, Husband and Wife
Date Recorded:	August 20, 2018
Instrument No.:	180800498

# PRELIMINARY TITLE

## EXHIBIT "A"

Property Address: 1184 North 25 West, Albion, IN 46701  
File No.: 26-3160

### Parcel 1:

Lot 9 in the Replat of Deer Hills Subdivision in Plat Book 4, pg. 311, in the Office of the Recorder of Noble County, Indiana.

### Parcel 2:

Lots Numbered 1 and 2 as shown in Replat of Deer Hills Subdivision in Plat Book 4, pg. 309, in the Office of the Recorder of Noble County, Indiana.

The Property address and/or tax parcel identification number(s) listed are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.

# PRELIMINARY TITLE



## Privacy Policy Notice

### PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates (including insurance companies and insurance agents), from sharing nonpublic personal information about a consumer with a nonaffiliated third party unless the institution provides the consumer with a notice of its privacy policies and practices, such as type of information that it collects about the consumer and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of privacy policies and practices of Meridian Title Corporation.

We may collect nonpublic information about you from the following sources:

- Information we receive from you, such as on applications or other forms,
- information about your transaction that we secure from our files, from our affiliates or from third parties,
- information we receive from a consumer reporting agency and
- information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic information will be collected about you.

If you are concerned about the information we have collected, please write us.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties permitted by law.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to non-public personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

No response to this notice is required, but if you have questions, please write us:

Meridian Title Corporation  
202 S. Michigan Street, Suite 701  
South Bend, Indiana 46601

# **TITLE WORK EXCEPTIONS**

# TITLE WORK EXCEPTIONS

## ALTERATION OF COVENANTS

The undersigned, being owners of more than 65 percent of Lots Numbered 1 to 9, inclusive, in Replat of Deer Hills Subdivision, Section "25", in York Township, Noble County, Indiana, hereby agree as follows:

WHEREAS, Item 2 of the "Deed of Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals of the Replat of Deer Hills Subdivision, Section 25, in York Township, Noble County, Indiana, appearing in Plat Book 4, pages 310-311," provides as follows:

"Lot Designation: The lots are numbered 1 to 9, inclusive, as shown on the plat. The subdivision of any lot or outlet herein established shall require the full subdivision proceeding according to the Noble County Subdivision Control Ordinance."

and

WHEREAS, Item 11 thereof provides in part as follows:

"Limitations on Restrictions: The restrictions and covenants herein contained shall run with the land and be effective for a period of 50 years, said restrictions and covenants may be altered or amended by the owners of 65% of the lots in said subdivision . . . ."

and

WHEREAS, Kenneth Carrier and Mary Carrier have been owners of Lot Numbered 4 in said subdivision since March of 1994, and

WHEREAS, said owners now desire to subdivide said lot by the sale off of 2.126 acres from the Southside thereof, more particularly described as follows:

The South 150.00 feet by parallel lines of Lot 4 in the Replat of Deer Hills, a subdivision of a portion of the Southeast Quarter of Section 25, Township 34 North, Range 9 East, Noble County, Indiana, as recorded in Plat Book 4 pages 310 and 311, more accurately described as follows:

Commencing at the Southeast corner of Lot 4 in the Replat of Deer Hills, a subdivision of a portion of the Southeast Quarter of Section 25, Township 34 North, Range 9 East, thence North 1 degree 21 minutes 56 seconds East (assumed bearing and basis for this description) along the East line of said Lot 4, for a distance of 154.68 feet to an iron pin capped 890028; thence North 74 degrees 29 minutes 52 seconds West parallel with the South line of said Lot 4, for a distance of 619.49 feet to an iron pin capped 890028, said point being located on the West line of said Lot 4; thence South 00 degrees 06 minutes 15 seconds East, for a distance of 155.74 feet to an iron pipe, said point being the Southwest corner of said Lot 4; thence South 74 degrees 29 minutes 52 seconds East along the South line of said Lot 4, for a distance of 615.37 feet (615.63 feet recorded) to the point of beginning. Containing 2.126 acres more or less, subject to all legal easements of record.

RECEIVED FOR RECORD  
MARY ANN HOUSER  
NOBLE CO. INDIANA

9404585

94 APR 25 PM 2:08

# TITLE WORK EXCEPTIONS

WHEREAS, in order to make the fee simple title to the real estate merchantable, it is necessary to secure the consent of at least 65 percent of the owners of Lots Numbered 1 to 9, inclusive, of the Replat of Deer Hills Subdivision to an amendment of Item 2 insofar as that item shall apply to Lot Numbered 4.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements as hereinafter set forth, it is agreed as follows:

1. The undersigned, Kenneth Carrier and Mary Carrier, for and on behalf of themselves and all subsequent owners of Lot Numbered 4, in the Replat of Deer Hills Subdivision, in Section "25", agree that they will not further seek to further subdivide said lot other than as set out above.

2. The undersigned being the owners of at least 65 percent of Lots Numbered 1 to 9, inclusive, of the Replat of Deer Hills Subdivision, Section "25", for and on behalf of themselves, or their successors in interest, agree that Item 2 of the "Deed of Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals of Replat of Deer Hills Subdivision, Section "25", York Township, Noble County, Indiana, appearing in Plat Book 4, pages 310-311, shall be amended by adding the following language:

"Provided, however, that this Paragraph 2 shall not apply to the subdivision of Lot Numbered 4 as to the sale off of the South 150.00 feet thereof by parallel lines as more particularly described above."

Dated at Albion, Indiana, this 25th day of April, 1994.

\* [Signature]  
 \_\_\_\_\_

Address: 0142 100 N Accession Ln  
 Lot No. # 6

\* [Signature]  
 \_\_\_\_\_  
 \* [Signature]  
 \_\_\_\_\_

Address: 1018 S. Bennett St., Bluffton, IN  
 Lot No. 1, 2, 3, & 8

\* [Signature]  
 \_\_\_\_\_

Address: 1108 N - 25 W  
 Lot No. 7

\* [Signature]  
 \_\_\_\_\_  
 \* [Signature]  
 \_\_\_\_\_

Address: 1401 Davidson Ct, Auburn, IN  
 Lot No. 1, 2, 3, & 8

\* [Signature]  
 \_\_\_\_\_  
 \* [Signature]  
 \_\_\_\_\_

Address: 2019 E 500 N  
 Lot No. # 5

\* [Signature]  
 \_\_\_\_\_  
 \* [Signature]  
 \_\_\_\_\_

Address: 1194 N 25 W  
 Lot No. 9

# TITLE WORK EXCEPTIONS

\_\_\_\_\_  
\* \_\_\_\_\_  
Address: \_\_\_\_\_  
Lot No. \_\_\_\_\_

7/10/94  
\* \_\_\_\_\_  
\* \_\_\_\_\_  
Address: \_\_\_\_\_  
Lot No. \_\_\_\_\_

I hereby certify and attest as to the validity and authenticity of the above and foregoing signatures.

*Kenneth R. Carini*  
*Mary Carini*

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF DEKALB    )

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 25th day  
of APRIL, 1994.

My Commission Expires:  
May 18, 1995



*Sharon Menier*  
SHARON MENIER  
Notary Public  
Resident of DEKALB County, IN

This instrument prepared by John B. Williams, Jr., Esq., 323 West Berry Street, Fort Wayne, Indiana, 46802,  
Telephone No. 219/422-3436; Attorney No. #1252-02.

# TITLE WORK EXCEPTIONS

3181

RECEIVED FOR RECORD  
All other attached sheets recorded  
in Record 4 Page 312

DEC 20 1962

DEED OF DEDICATION, PROTECTIVE RESTRICTIONS,  
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS, APPENDED  
TO AS A PART OF THE DEDICATION AND PLAT OF

*Donald A. Harlan*  
Recorder of Noble County, Ind.

REPLAT OF DEER HILLS SUBDIVISION

LOCATED IN SECTION 25, TOWNSHIP 34 NORTH, RANGE 9 EAST  
NOBLE COUNTY, INDIANA

The undersigned, CHARLES F. BASSETT, LOANN L. BASSETT, DIANE M. OWEN and LARRY W. OWEN, hereby declare that they are the owners and developers respectively of the real estate shown and described in this plat and do hereby lay off, plat and subdivide said real estate in accordance with the information shown on the final plat, being the certified plat appended hereto and incorporated herein.

1. Name: The subdivision shall be known and designated as REPLAT OF DEER HILLS SUBDIVISION, in Section 25, Township 34 North, Range 9 East, Noble County, Indiana.

2. Lot Designations: The lots are numbered 1 to 9, inclusive, as shown on the plat. The subdivision of any lot or outlot herein established shall require the full subdivision proceeding according to the Noble County Subdivision Control Ordinance.

3. Dedication: All streets and easements specifically shown or described are hereby expressly dedicated to public use for their usual and intended purpose. The Developer will, at its expense, construct the street known as Meadow Court according to the attached plan.

4. Dwelling Requirements: No dwelling shall be built on any lot having a ground floor area upon the foundation, exclusive of one story open porches, breezeway or garage, of less than 1300 square feet. All building shall be constructed in substantial and good workmanlike manner and of new materials. No roll siding, asbestos shingle siding, or siding containing asphalt and tar as one of its principal ingredients shall be used in the exterior construction of any building on any lots of said subdivision, and no roll roofing of any description or character shall be used on the roof of any dwelling house or attached garage on any of said lots. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

5. Yard Requirements: No buildings shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located nearer than a distance of ten (10) percent of the lot width, and the combined width of both side yards shall be not less than a distance equal to 25% (twenty-five percent) of the lot width. No dwelling shall be located on any interior lot nearer than thirty (30) feet to the rear lot line. Where these yard requirements compare as less restrictive than the Noble County Zoning Ordinance, the requirements of the Noble County Zoning Ordinance shall control.

6. Visual Obstructions: No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line. No fence, wall, hedge or scrub planting, which obstructs sight line at elevations between 2 and 7 feet above roadways, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections, unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

7. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

# TITLE WORK EXCEPTIONS

Page 4 of 5

8. Rubbish, Etc. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. Utility Easements: Easements for the installation and maintenance of utility and drainage facilities are reserved as shown on the plat for the construction of poles, wires, and conduits and the necessary or proper attachments in connection therewith for the transmission of utilities, telephone service, construction and maintenance of drains, sewers, pipelines, gas, water and heat and for any other public or quasi public utility function. Any municipal, public or quasi public corporation engaged in supplying any one or more of the above utilities will have the right to enter upon said easements for any purpose for which said easements are reserved. All of said easements shall be kept free of permanent structures (except those installed by any such municipal, public or quasi public corporation) and removal of any obstructions by any such Utility Company shall in no way obligate the Utility Company to pay damages or to restore any such removed obstruction to its original form. All such obstructions whether temporary or permanent shall be subject to the paramount rights of any such Utility Company to construct, install, repair, maintain or replace its utilities and/or sewer installations.

10. Sewer and Water: All buildings shall be served by individual sanitary sewer and water supply systems meeting the requirements of the Noble County Health Department.

11. Limitations on Restrictions: The restrictions and covenants herein contained shall run with the land and be effective for a period of fifty (50) years, said restrictions and covenants may be altered or amended by the owners of 65% of the lots in said subdivision at the time the alteration or amendment of restrictions and covenants is made; provided, however the Developer, its successors or assigns shall have the exclusive right within 2 years from the date of the recording of this plat to amend any of the covenants or restrictions except number two (2) above. The term "Owners" shall be a person, firm or corporation in whose name the fee title appears of record in the office of the Recorder of Noble County, Indiana.

12. Enforcement: Enforcement shall be by proceedings at law or in equity against any person, or persons, violating, or attempting to violate, any covenants, either to restrain violation or to recover damages.

13. Restrictions Separately Enforced: Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, CHARLES F. BASSETT, LOANN L. BASSETT, DIANE M. OWEN and LARRY W. OWEN

Owners and Developers of the real estate described in said Plat, have hereunto set their hand and seal this 29<sup>th</sup> day of OCTOBER, 1982.

Charles F. Bassett Larry W. Owen  
Loann L. Bassett Diane M. Owen

STATE OF INDIANA }  
 COUNTY OF ADAMS }

Before me a Notary Public in and for said County and State, personally appeared CHARLES F. BASSETT, LOANN L. BASSETT, DIANE M. OWEN & LARRY W. OWEN

and acknowledged the voluntary execution of the Plat herewith for the purposes and uses therein set forth this 29<sup>th</sup> day of OCTOBER, 1982.

Michael G. Weeling  
 MICHAEL G. WEEING, Notary Public

My commission expires: AUGUST 14, 1984  
 A RESIDENT OF ADAMS COUNTY

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