

Important Eastern Indiana

Hagerstown & Greensfork, IN • Wayne County

LAND AUCTION

- 2026 Crop Rights to Buyer w/ 261± FSA Cropland Acres
- High Percentage Tillable w/ Large Contiguous Fields
- Great Location, 1 Mile from the I-70 Interchange (Exit 137)
- Quality Soil Mix of Crosby & Miami Loams
- Improved Drainage / Field Tile
- Potential Country Building Sites & Woods with Pond

Attention:

**CROP FARMERS – TRANSITIONAL LAND SPECULATORS
INVESTORS – 1031 EXCHANGE BUYERS:**

Examine the OPPORTUNITY this farm offers.

INFORMATION *Booklet*

282±
acres
2 Farms

OFFERED IN 7 TRACTS

From 5± to 102.5± acres

Tuesday, March 17 at 6:00pm
held at the Golay Community Center, Cambridge City, IN

Online Bidding Available

800.451.2709
SchraderAuction.com



Disclaimer

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

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

Auction Manager

ANDY WALTHER • 765-969-0401 • andy@schraderauction.com



950 N. Liberty Dr., Columbia City, IN 46725

800.451.2709 | 260.244.7606

www.schraderauction.com

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BOOKLET INDEX



Real Estate Auction Registration Forms

Location Map

Tract Map

Tract Descriptions & Auction Terms

Soils Map & Productivity Information

Topography Map

Tax Statements

Preliminary Title

Property Photos



BIDDER PRE-REGISTRATION FORM

TUESDAY, MARCH 17, 2026

282± ACRES – WAYNE COUNTY, INDIANA

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,
P.O. Box 508, Columbia City, IN, 46725,

Email to auctions@schraderauction.com or fax to 260-244-4431, no later than Tuesday, March 10, 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
282± Acres • Wayne County, Indiana
Tuesday, March 17, 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 Tuesday, March 17, 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) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$_____. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

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

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

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

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

9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Tuesday, March 10, 2026**. Send your deposit and return this form via fax or email to: **260-244-4431 or auctions@schraderauction.com**.

I understand and agree to the above statements.

Registered Bidder's signature

Date

Printed Name

This document must be completed in full.

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

E-mail address of registered bidder: _____

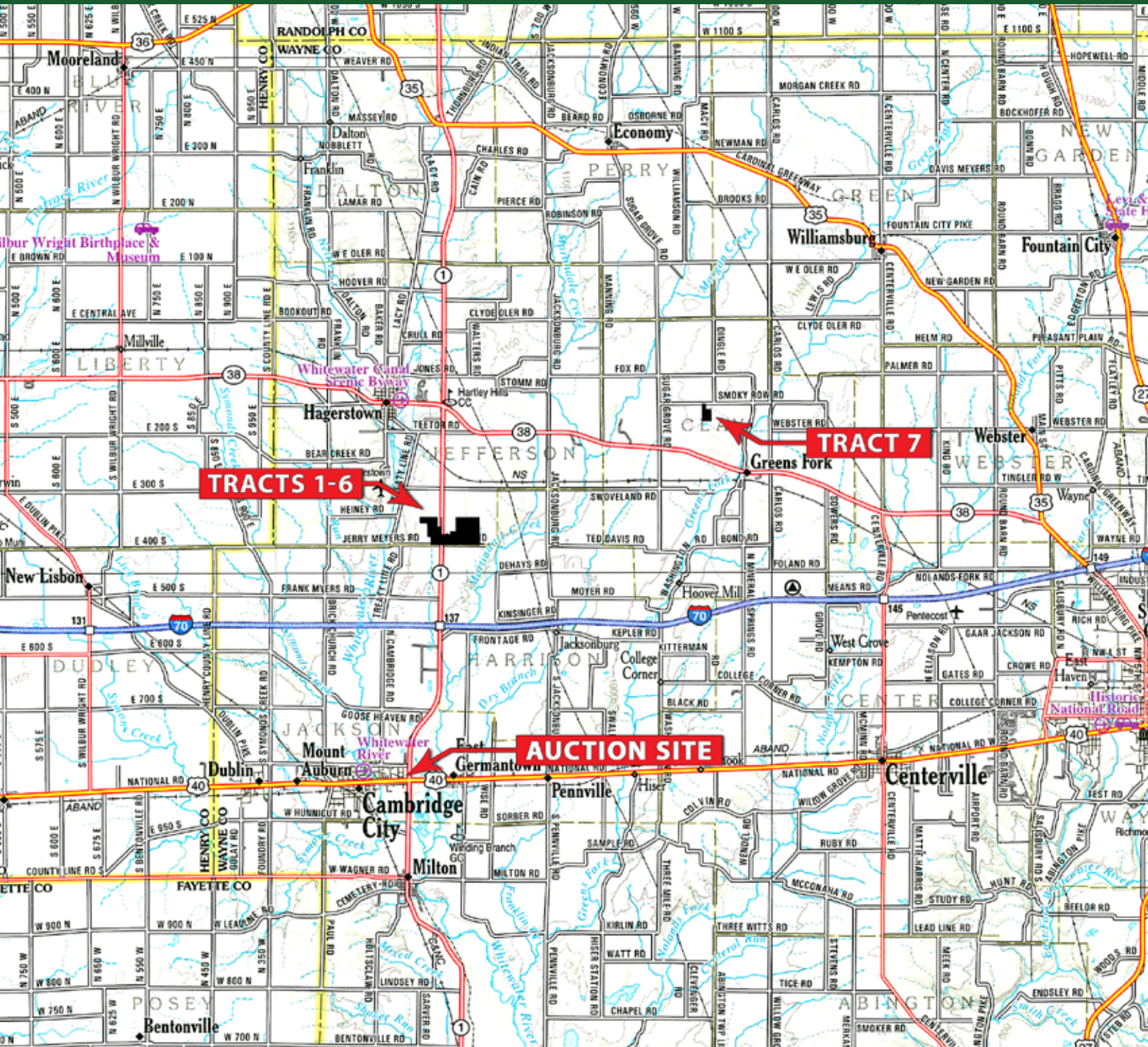
Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to:
kevin@schraderauction.com or call Kevin Jordan at 260-244-7606.

LOCATION MAP

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LOCATION MAP



PROPERTY LOCATION: **TRACTS 1-6:** From the intersection of I-70 (Exit 137) and IN SR 1, travel north 1 mile to the farms on each side of SR 1. Intersection of Jerry Myers Rd / Fagan Rd and SR 1.

TRACT 7: Smoky Row Rd, Greens Fork, IN. From IN SR 1 and IN SR 38, travel east 4 miles to Sugar Grove Rd. Then left (north) 1 mile to Smoky Row Rd., right (east) on Smoky Row $\frac{3}{4}$ mile to the farm on the right.

AUCTION SITE: Goley Community Center, 1007 E. Main, Cambridge City. Located at the intersection of US 40 and SR 1 on the northwest corner.

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



TRACT MAPS

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SchraderAuction.com



TRACT MAPS



INSPECTION DATES
12:00pm (Noon) to 1:00pm
Friday February 27
Friday, March 6
Meet a Schrader Agent at Tract 1
or call to schedule an appointment.



TRACT DESCRIPTIONS

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Important Eastern Indiana Hagerstown & Greensfork, IN

LAND AUCTION

Wayne County, Indiana

282± acres
2 Farms
OFFERED IN 7 TRACTS

— ALL ACREAGES ARE APPROXIMATE —

TRACTS 1-6: (SECS. 35 & 36 OF JEFFERSON TWP)

TRACT 1: 34.5± acres nearly all tillable. This tract features quality Miami, Treaty, & Crosby soils. Excellent frontage on Fagan Rd and high visibility along IN SR 1. The farm has recent improved drainage, good fertility, and ready to farm.

TRACT 2: 102.5± acres nearly all cropland with frontage on Fagan Rd. The soil composition on this tract boasts a 132.8 Corn Index. Invest in these Miami, Crosby and Treaty soils. The cropland includes 3± acres of CRP grassed waterways for improved surface drainage. Larger fields like this, nearly all tillable are very hard to find in the marketplace.

TRACT 3: 5± acres nearly all tillable with frontage on Fagan Rd. This is a great potential country building site. Fagan is a dead-end road and offers a secluded setting.

TRACT 4: 29.5± acres with a mix of tillable land, woods and a pond. This is a mixed use tract that can be considered as a stand-alone purchase or nicely combined with Tracts 2 or 3. A 0.2± acre CRP waterway crosses this tract.

TRACT 5: 47.5± acres of quality cropland with frontage on Jerry Myers Rd. This tract boasts a 145.8 Corn Index with its Treaty, Miami & Crosby soils. Recent drainage tile has been added to maximize production. The property has an established culvert entry point on SR 1. *Brochure drawing of Tract 5 includes 3+- acres subject to IN SR 1 Right-of-way.*

TRACT 6: 32± acres nearly all tillable with tree-lined borders along the northwest boundary. 150' of frontage on Jerry Myers Rd. Quality soils throughout. Consider combining with Tract 5.

TRACT 7: (SECTION 22 CLAY TOWNSHIP)

TRACT 7: 31± acres nearly all tillable. This property is gently rolling and features Miami, Treaty, and Strawn soils. Frontage on Smoky Row Rd.

Tuesday, March 17 at 6:00pm
Online Bidding Available

AUCTION TERMS & CONDITIONS:

PROCEDURES: The property will be offered in 7 individual tracts, any combination of tracts, or as a total 282± acre unit. There will be open bidding on all tracts and combinations during the auction as determined by the Auctioneer. Bids on tracts, tract combinations and the total property may compete.

DOWN PAYMENT: Real Estate 10% down payment on the day of the auction with the balance in cash at closing. The down payment may be made in the form of cash; cashiers check, personal check or corporate check. Your bidding is not conditional upon financing, so be sure you have arranged financing, if needed and are capable of paying cash at closing.

ACCEPTANCE OF BID PRICES: Successful bidder(s) will be required to enter into a purchase agreement at the auction site immediately following the close of the auction. All final bid prices are subject to the Seller's acceptance or rejection.

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

DEED: Sellers shall provide a Warranty Deed.

CLOSING: The targeted closing date will be on or before April 17th, 2026. The balance of the real estate purchase price is due at closing.

POSSESSION: At closing.

REAL ESTATE TAXES: Seller to pay 2025 taxes payable 2026 by giving the buyer(s) a credit at closing or by paying the Wayne County Treasurer directly if the tax bills have been finalized.

ACREAGE: All boundaries are approximate and have been estimated based on current legal descriptions.

SURVEY: A new survey will be made where there is no existing legal description or where new boundaries are created by the tract divisions in this auction. Buyer(s) and Seller will share survey expense 50:50. Combination purchases will receive a perimeter survey only. Closing prices will be adjusted to reflect any differences between advertised and surveyed acreage.

FSA INFORMATION: See Agent.

GOVERNMENT CONSERVATION RESERVE PROGRAM CONTRACTS:

There are currently (3) separate CRP waterway contracts totaling 3.18 acres located on auction Tracts 2, 3 & 4.

ZONING: Tracts 1, 2, 5 & 6 are zoned

M-3. Tracts 3 & 7 are zoned A1. Tract 4 is zoned A1 with exception of the far northwest corner. Contact Agent for maps.

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

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

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 express or implied, concerning the property is made by the seller or the auction company. Each potential bidder is

responsible for conducting his or her own independent inspections, investigations, inquiries, 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 Sellers or the Auction Company. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Sellers and Selling Agents reserve the right to preclude any person from bidding if there is any question as the person's credentials, fitness, etc. All decision of the Auctioneer are final.

ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE. AUCTION COMPANY OR OWNER NOT RESPONSIBLE FOR ACCIDENTS.

OWNER: Crossley Investments LLC and TLC Rentals LLC

AUCTION MANAGER:

Andy Walther • 765-969-0401 cell
andy@schraderauction.com

800.451.2709

SchraderAuction.com



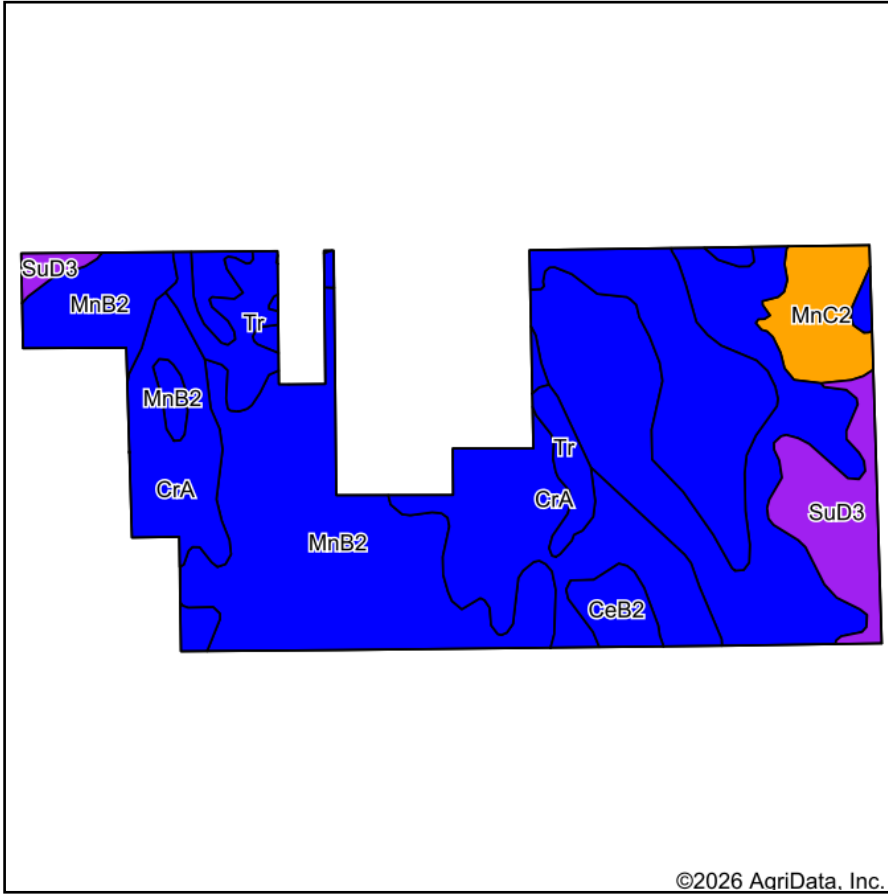
SOILS MAPS

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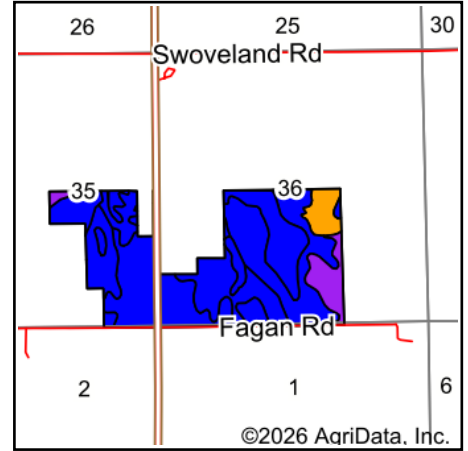


SOILS MAP

TRACTS 1-6



Soils data provided by USDA and NRCS.



State: **Indiana**
 County: **Wayne**
 Location: **36-17N-12E**
 Township: **Jefferson**
 Acres: **252.12**
 Date: **2/24/2026**

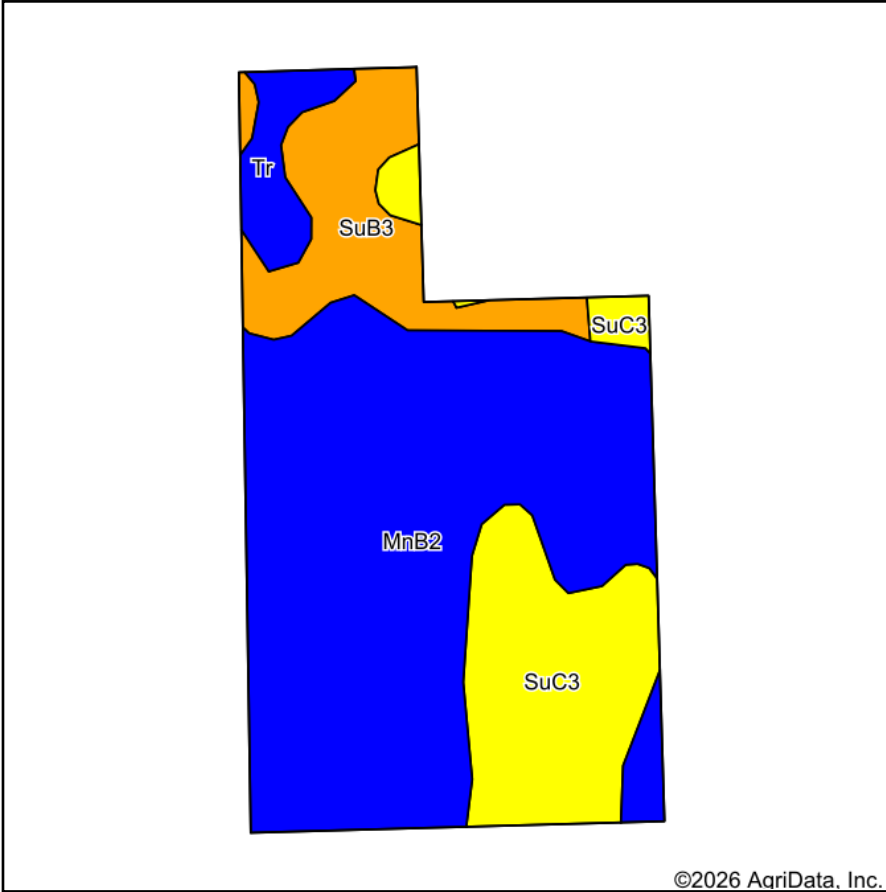


Area Symbol: IN177, Soil Area Version: 28

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Oats Bu	Orchardgrass alfalfa hay Tons	Pasture AUM	Soybeans Bu	Tall fescue AUM	Wheat Bu	Winter wheat Bu	
MnB2	Miami silt loam, 2 to 6 percent slopes, eroded	126.94	50.3%		Ile	142			9	49			63	
CrA	Crosby silt loam, Southern Ohio Till Plain, 0 to 2 percent slopes	77.35	30.7%		Ilw	123	59	3	1	41	6		49	
SuD3	Strawn clay loam, 12 to 18 percent slopes, severely eroded	17.22	6.8%		Vle	106			7	38			53	
Tr	Treaty silty clay loam, 0 to 1 percent slopes	13.59	5.4%		Ilw	181			12	64			61	
MnC2	Miami silt loam, 6 to 12 percent slopes, eroded	11.73	4.7%		Ille	133			9	47			58	
CeB2	Celina silt loam, 2 to 6 percent slopes, eroded	5.29	2.1%		Ile	125	67	5	8	40	6	43	52	
Weighted Average						2.32	135	19.5	1	6.5	46.3	2	0.9	57.5

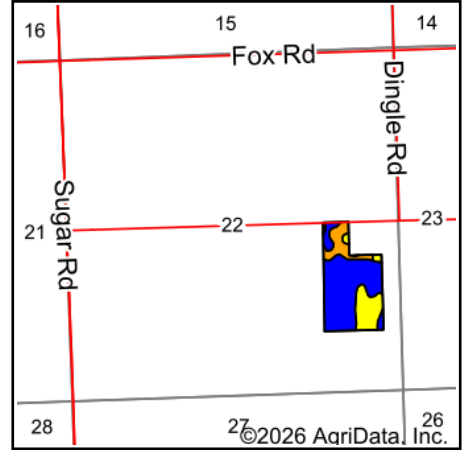
SOILS MAP

TRACT 7



©2026 AgriData, Inc.

Soils data provided by USDA and NRCS.



State: **Indiana**
 County: **Wayne**
 Location: **22-17N-13E**
 Township: **Clay**
 Acres: **29.22**
 Date: **2/24/2026**



Area Symbol: IN177, Soil Area Version: 28

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Pasture AUM	Soybeans Bu	Winter wheat Bu
MnB2	Miami silt loam, 2 to 6 percent slopes, eroded	17.77	60.9%		Ile	142	9	49	63
SuC3	Strawn clay loam, 6 to 12 percent slopes, severely eroded	6.06	20.7%		IVe	121	8	43	54
SuB3	Strawn clay loam, 2 to 6 percent slopes, severely eroded	4.12	14.1%		IIle	131	9	45	40
Tr	Treaty silty clay loam, 0 to 1 percent slopes	1.27	4.3%		IIw	181	12	64	61
Weighted Average					2.56	137.8	8.9	47.8	57.8

FSA INFORMATION

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FSA INFORMATION

TRACT 7

USDA Farm 4629 Tract 9721

2025 Certification map prepared on: 3/20/2025

CRP **TRS: 17N13E22**

CLU **Wayne**



Administered by: Wayne County, Indiana

OP: CROSSLEY FARMS LLC

35.9 Tract acres

Wetland Determination Identifiers:

● Restricted Use

▼ Limited Restrictions

■ Exempt from Conservation Compliance Provisions

OW: CROSSLEY INVESTMENTS LLC

32.78 Cropland acres

All NIRR / Shares:

0 CRP acres

Source: Primarily USDA NAIP 2024 imagery; IDHS or Dynamap roads; FSA data 2025-03-20 12:05:38

Crops are non-irrigated, intended use is grain, and types are YEL (corn), COM (soybeans), and SRW (wheat) unless noted.



CLU	Acres	HEL	LC	Contract	Prac	Yr
7	32.18	H	2			
IUse:						
NI or IRR						
Shares:						
9	0.5	H	2			
IUse:						
NI or IRR						
Shares:						
10	0.1	H	2			
IUse:						
NI or IRR						
Shares:						

Farm 4629 Tract 9721

Hexagon

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

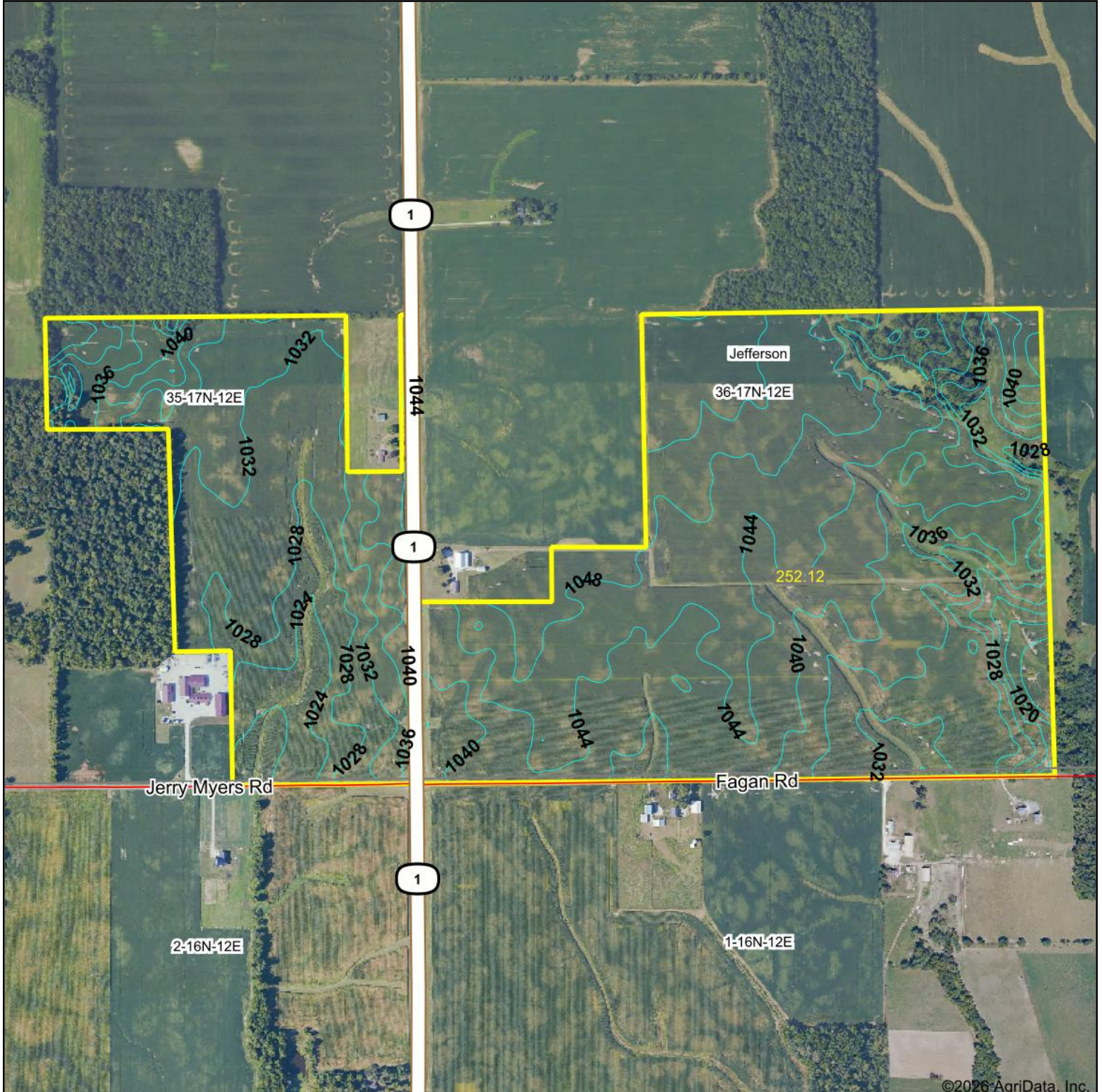
TOPOGRAPHY MAPS

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TOPOGRAPHY MAP

TRACTS 1-6



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Source: USGS 10 meter dem

Interval(ft): 4.0

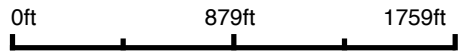
Min: 1,012.5

Max: 1,056.1

Range: 43.6

Average: 1,038.3

Standard Deviation: 8.27 ft



2/24/2026

36-17N-12E
Wayne County
Indiana

Boundary Center: 39° 52' 39.59, -85° 8' 28.04

TOPOGRAPHY MAP

TRACT 7



©2026 AgriData, Inc.



Source: USGS 10 meter dem
Interval(ft): 2.0
Min: 1,081.9
Max: 1,108.3
Range: 26.4
Average: 1,099.4
Standard Deviation: 5.15 ft

0ft 326ft 652ft



2/24/2026

22-17N-13E
Wayne County
Indiana

Boundary Center: 39° 54' 29.13, -85° 3' 19.17

SURVEY



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SURVEY TRACTS 1-4

PE 16-36-000 309.000-11

2021006317 SURVEY \$25.00
06/22/2021 03:28:27P 4 PGS
Deborah A Resh
Wayne County Recorder IN
Recorded as Presented



River Valley Surveying
Serving East Central Indiana
Rick L. McAvane
Professional Land Surveyor
3602 Woods Drive
Richmond, IN 47374
Office: 765-935-5172
Cell: 765-967-2801

SURVEYOR'S REPORT

REAL ESTATE DESCRIPTION & LOCATION

Situated in the Southeast and Southwest Quarters of Section 36, Township 17 North, Range 12 East, Jefferson Township, Wayne County, Indiana, and being part of real estate described in Instrument Number 2019008137 currently conveyed to Randy T. Scruggs, Julie A. Neal, and Amy L. Winings by Trustee's Deed recorded in the Office of the Wayne County Recorder, commonly known as 3489 State Highway Number One, Hagerstown, Indiana 47346

SURVEY TYPE & PURPOSE

This land division survey was requested by Tim Crossley, and approved by Laura Miller, Assistant Administrator with the Wayne County Planning and Zoning Building Commission. The attached Land Description and Survey Plat was prepared May 9, 2021 from a field survey made under my direction and supervision on April 26, 2021, using a Leica GPS Rover with the INDOT INCORS GPS base station.

OBSERVATIONS AND OPINIONS

The following observations and opinions are submitted regarding the various uncertainties in the locations of lines and corners established on this survey as a result of:

- a) Availability and condition of reference monuments
- b) Discrepancies or ambiguities in record documents
- c) Occupation or possession lines
- d) Random errors in measurements

The Relative Positional Accuracy of the location of the corners established by this survey is within the specifications for a Rural Survey (0.26 feet) as defined in Title 865.

DEED REFERENCE

Terry E. Toschlog Warranty Deed (89.217 acres) recorded in Instrument Number 2014002977.

Kyle L. & Julita A. Scruggs Warranty Deed (21.00 acres) recorded in Instrument Number 2014002556.

SURVEY REFERENCE

Survey of Terry E. Toschlog 89.217 acre tract by River Valley Surveying dated April 12, 2014, and recorded in Instrument Number 2014002976.

Survey of Kyle L. & Julita A. Scruggs 21.00 acre tract by River Valley Surveying dated March 29, 2014, and recorded in Instrument Number 2014002555.

PUBLIC LAND SURVEY SYSTEM CORNERS

- 1.) Southeast Corner of the Southwest Quarter of Section 36; Copperweld monument found in Fagan Road. Referenced per County Surveyor's records.
- 2.) Southwest Corner of the Southwest Quarter of Section 36; Mag spike found at the intersection of State Road One and Fagan Road. Referenced per County Surveyor's records.
- 3.) Northwest Corner of the Southwest Quarter of Section 36; Mag spike found in State Road One. Referenced per County Surveyor's records.
- 4.) Northeast Corner of the Southwest Quarter of Section 36; Six-inch round wood fence post. Referenced per County Surveyor's records.
- 5.) Northeast Corner of the Southeast Quarter of Section 36; County Surveyor's Office did not have any information on this corner, as best available evidence the six-inch round wood fence post was held.

SURVEY

TRACTS 1-4

6.) Southeast Corner of the Southeast Quarter of Section 36; Copperweld monument found in Fagan Road. Referenced per County Surveyor's records.

THEORY OF LOCATION

At the direction of Tim Crossley a 100 acre parcel was created off the entire east end of the Southeast Quarter of Section 36. The remaining land, excepting the 5.460 acre tract with house and barn was established as a new parcel.

SURVEY NOTES:

1. This survey is an opinion of a License Land Surveyor of the State of Indiana as to the actual location of the lines and corners described in the record deed description. This opinion is based on logic, relevant field and research evidence, and established surveying practices and principles. However, this opinion is subject to the interpretation of its deed description. And the boundaries of adjacent tracts may not be consistent with the boundaries of the subject's tract. As a result, another Surveyor may arrive at a different decision and different location of the boundaries established with this survey.
2. The property lines established for this survey were from the most current recorded descriptions. An abstract or title search may reveal the existence of matters of ownership, easements and rights of others not otherwise apparent. No title commitment has been provided for review.
3. Any fence or other evidence of possession which varies from the written title lines may establish adverse possession or prescriptive rights. Fence lines, as referenced on the Plat of Survey are for informational purposes only. This survey does not warrant the right of possession or ownership of the part within the described real estate lying between said fence lines and property lines. Unwritten rights may exist within said fence lines and property lines. It is recommended to discuss this with an attorney.
4. Bearings were established using the Indiana Department of Transportation's Virtual Reference System (INDOT VRS) and are based upon the State Plane Coordinate System, Indiana East Zone for this survey is the Indiana State Plane Coordinate System (ISPCS), East Zone; NAD 1983. (2011)
5. All rebar and cap found and set are 5/8 inch by 24 inch reinforcing rods, with a yellow plastic cap stamped "MCAVENE 20200050".

UNCERTAINTIES IN LOCATIONS

As a result of the above observations, it is my opinion that the uncertainties in the location of the lines and corners established in this survey are as follows:

Due to discrepancies in the record deeds and plat: + or - 1.0 feet.

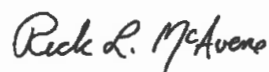
Due to variances in reference monuments: + or - 0.5 feet

Inconsistencies in lines of occupation: + or - 1.0 feet

Random errors in measurement (Relative Positional Accuracy): Rural Survey: plus or minus 0.26 feet, as defined by Title 865, I.A.C. 1-12.

CERTIFICATE OF SURVEY

I hereby certify that the work on this survey was performed by me, that all information contained within this report is true and correct to the best of my knowledge and belief, and that this report and associated survey plat meets or exceeds the minimum standards for survey practices in the state of Indiana.



Rick L. McAvene
Professional Land Surveyor
License No. 20200050
State of Indiana

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Rick L. McAvene

SURVEY TRACTS 1-4

Exhibit "A"

LAND DESCRIPTION for a 171.650 acre tract

Situated in the Southeast and Southwest Quarters of Section 36, Township 17 North, Range 12 East, Jefferson Township, Wayne County, Indiana, and being part of real estate described in Instrument Number 2019008137 recorded in the Office of the Wayne County Recorder and being more particularly described as follows:

Commencing at a mag spike found at the southwest corner of the Southwest Quarter of said Section 36 in State Road One with the intersection of Fagan Road;

thence North 00° 16' 32" East 1023.88 feet along the west line of said Southwest Quarter in said State Road One to the POINT OF BEGINNING for this land description herein described;

thence South 89° 43' 45" East 772.15 feet along a new division line to a set rebar and cap, passing a rebar and cap set 65.0 feet along said course on the east right-of-way line of said Road;

thence North 00° 16' 32" East 308.00 feet along a new division line to a set rebar and cap;

thence South 89° 43' 45" East 533.10 feet to a set rebar and cap;

thence North 00° 05' 54" East 1311.22 feet to a rebar and cap found on the north line of said Southwest Quarter;

thence South 89° 43' 45" East 1301.20 feet along the north line of said Quarter to a six-inch round wood fence post found at the northeast corner of said Quarter;

thence South 89° 43' 34" East 946.30 feet along the north line of said Southeast Quarter to a set rebar and cap;

thence South 00° 44' 04" East 2633.76 feet along a new division line to a railroad spike set on the south line of said Southeast Quarter in said Fagan Road, passing a rebar and cap set 2613.76 feet along said course;

thence North 89° 53' 09" West 976.40 feet along the south line of said Quarter in said Road to a copperweld monument found at the southwest corner of said Southeast Quarter;

thence North 89° 52' 59" West 2618.73 feet along the south line of said Quarter in said Road to the point of beginning containing an area of 171.650 acres, more or less, there being 58.148 acres, more or less in the Southeast Quarter, and 113.502 acres, more or less in the Southwest Quarter.

SUBJECT TO: 1.575 acres in State Highway Number One Right-of-way.

SUBJECT TO: The right-of-way for Fagan Road and all legal easements and right-of-way of record.

All rebar and caps found and set are 5/8 inch reinforcing rod with yellow plastic cap stamped "MCAVENE 20200050".

This is to certify that the above description was prepared this 9th day of May 2021 from a land survey conducted under my direction and supervision on the 26th day of April 2021 and is true and correct to the best of my knowledge and belief.

Rick L. McAvene
RICK L. MCAVENE
Professional Land Surveyor
License No. LS20200050
State of Indiana

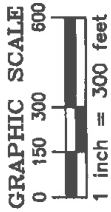


[See Exhibit B attached hereto]

SURVEY

TRACTS 1-4

~PLAT OF SURVEY~
ORIGINAL SURVEY
 OWNER: Randy T. Scruggs, Julie A. Neal, & Amy L. Whinnings
 ADDRESS: 3489 State Road One, Hagerstown, IN 47346
 LAND DESCRIPTION: 94 Acre Tract (+/-) & 185 Acre Tract (+/-)
 DEED TYPE: Trustee's Deed
 RECORD DOCUMENT: Instrument Number 2019008137



36 SECTION S.E. & S.W. 17N 12E JEFFERSON TOWNSHIP RANGE 17N 12E WAYNE COUNTY INDIANA STATE

EXHIBIT "B"

- LEGEND**
- SET REBAR/CAP (*1)
 - ⚡ SET RAILROAD SPIKE
 - ⊙ FOUND REBAR/CAP (*1)
 - ⊗ FOUND COPPERWELD
 - △ FOUND MAG NAIL
 - ⊕ FOUND MAG SPIKE
 - ⊖ FOUND RAILROAD SPIKE
 - FOUND FENCE POST



Scale: 1" = 300'
 May 9, 2021

SURVEY NOTES

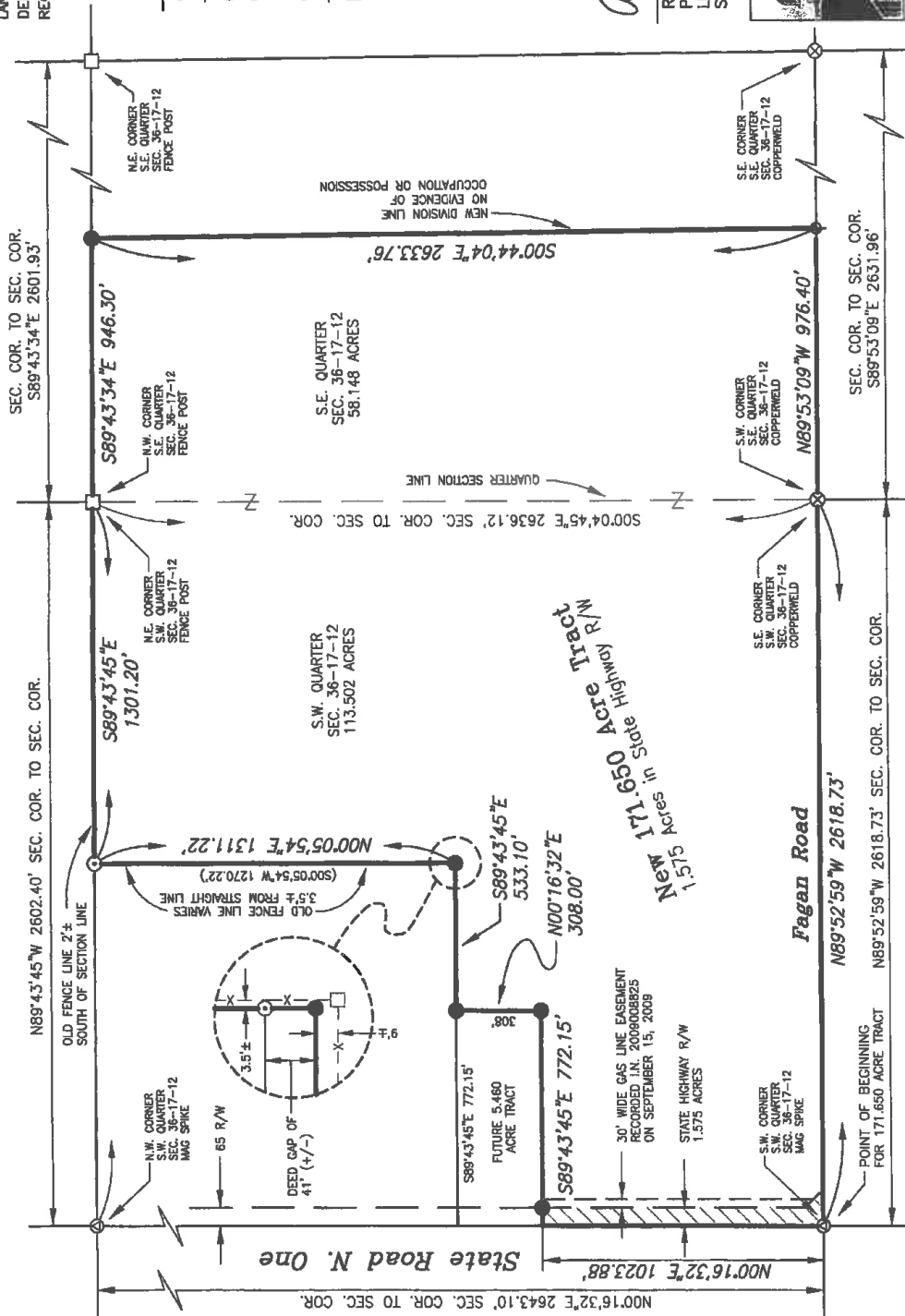
1. 5/8" REBAR WITH CAP STAMPED "MCAVENE 20200050"
2. RECORD INFORMATION IS ENCLOSED BY PARENTHESES
3. SURVEY PLAT INCOMPLETE WITHOUT ASSOCIATED SURVEYOR'S REPORT



Rick L. McAvene

RICK L. MCAVENE
 PROFESSIONAL LAND SURVEYOR
 LICENSE NUMBER 20200050
 STATE OF INDIANA

River Valley Surveying
 Serving East Central Indiana
Rick L. McAvene
 Professional Land Surveyor
 3602 Woods Drive
 Richmond, IN 47374
 Office: 765-935-5172
 Cell: 765-967-2801



PRELIMINARY TITLE



PRELIMINARY TITLE



Fidelity National Title Insurance Company

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIDELITY NATIONAL TITLE INSURANCE COMPANY
NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I-Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

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27C170A

ALTA Commitment for Title Insurance (07-01-2021)

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PRELIMINARY TITLE

- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I-Requirements; and
 - f. Schedule B, Part II-Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
 - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.

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PRELIMINARY TITLE

- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
- The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
- The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
- This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
- ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
- 11. ARBITRATION**
- The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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27C170A

ALTA Commitment for Title Insurance (07-01-2021)

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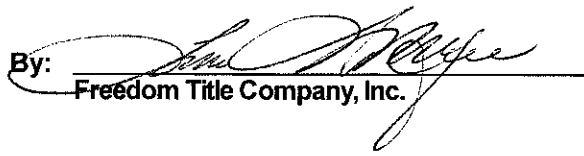
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(26012181.PFD/26012181/11)

PRELIMINARY TITLE

Freedom Title Company, Inc.

By: 
Freedom Title Company, Inc.

Fidelity National Title Insurance Company

By: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemzura
Secretary

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PRELIMINARY TITLE



Fidelity National Title Insurance Company

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

Issuing Agent: Freedom Title Company, Inc.
Issuing Office: 700 East Main St., Richmond, IN 47374
Issuing Office's ALTA® Registry ID: 0044380
Loan ID No.:
Commitment No.: 26012181
Issuing Office File No.: 26012181
Property Address: see Exhibit A, Greens Fork / Hagerstown, IN
Revision No.:

SCHEDULE A

1. Commitment Date: January 23, 2026 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Own. Policy (7/1/2021)
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Amount of Insurance: \$ 537,000.00
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: Fee Simple
4. The Title is, at the Commitment Date, vested in:
TRACTS 1 and 2: Crossley Investments LLC, an Indiana limited liability company
TRACT 3: Crossley Investments, LLC, an undivided 68% interest; and TLC Rentals LLC, an undivided 32% interest
5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

**FIDELITY NATIONAL TITLE INSURANCE
COMPANY**

By: 
Freedom Title Company, Inc.

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27C170 Sch. A

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(26012181.PFD/26012181/12)

PRELIMINARY TITLE



Fidelity National Title Insurance Company

SCHEDULE B, PART I - Requirements

Commitment No.: 26012181

File No. 26012181

All of the following Requirements must be met

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. For each policy to be issued as identified in Schedule A, Item 2: the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, addition exceptions or requirements after the designation of the Proposed Insured.
6. The Proposed Policy Amount(s) must be modified to the full value of the estate or interest being insured, and any additional premium must be paid. The Proposed Policy Amount for an owner's policy should reflect the contract sales price unless the Company is furnished with a current appraisal indicating a different value. The Proposed Policy Amount for a loan policy will not be issued for an amount less than the principal amount of the mortgage debt or no more than 20% in excess of the principal debt in order to cover interest, foreclosure costs, etc. Proposed Policy Amount (2) will be revised, and premium will be charged per the Company's Rate Manual then in effect when the final amounts of insurance are approved.
7. A Vendor's Affidavit to be furnished.
8. TRACTS 1 and 2: A Warranty Deed from Crossley Investments LLC, an Indiana limited liability company, to proposed insured purchaser.
9. TRACT 3: A Warranty Deed from Crossley Investments LLC, an Indiana limited liability company and TLC Rentals LLC, an Indiana limited liability company, to proposed insured purchaser.
10. The Company requires the following documents for review prior to the issuance of any title insurance predicated upon a conveyance by Crossley Investments LLC, an Indiana limited liability company:
 - A. A copy of its Operating Agreement, or evidence that none exists
 - B. If less than all members, or manager, will be signing, furnish evidence of authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

11. TRACT 3: The Company requires the following documents for review prior to the issuance of any title insurance predicated upon a conveyance by TLC Rentals LLC, an Indiana limited liability company:
 - A. A copy of its Operating Agreement, or evidence that none exists

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27C170 Sch. B

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PRELIMINARY TITLE

SCHEDULE B

(Continued)

Commitment No.: 26012181

File No. 26012181

B. If less than all members, or manager, will be signing, furnish evidence of authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

12. TRACT 1: A copy of the plat of proposed survey of 5.00 acre tract to be reserved by Crossley Investments LLC, an Indiana limited liability company, is to be reviewed and stamped "approved" by Wayne County Planning and Zoning Department, and recorded.

NOTE: We reserve the right to make additional exceptions and requirements, and to revise Exhibit A attached hereto and made a part hereof, upon review of said survey.

13. TRACT 1: Partial Release of Mortgage dated April 1, 2025 and recorded on April 2, 2025 as Instrument #2025002158 in the Office of the Recorder of Wayne County, by Crossley Investments, LLC, in favor of Merchants Bank of Indiana, to secure the principal amount of \$198,881.09 and the terms thereof.
(NOTE: Mortgage is also secured by additional real estate.)
14. TRACT 2: Release of Mortgage dated January 27, 2023 and recorded on February 2, 2023 as Instrument #2023000837 in the Office of the Recorder of Wayne County, by Crossley Investments, LLC, in favor of Merchants Bank of Indiana, to secure the principal amount of \$472,337.53 and the terms thereof.
15. TRACT 3: Release of Mortgage dated June 25, 2021 and recorded on June 28, 2021 as Instrument #2021006526 in the Office of the Recorder of Wayne County, by Crossley Investments LLC, an undivided 68% interest, and TLC Rentals LLC, an undivided 32% interest, in favor of Merchants Bank of Indiana, to secure the principal amount of \$680,865.49 and the terms thereof.
16. NOTE: If a conveyance document is to be recorded, a sales disclosure form must be filed in the Wayne County Auditor's office.

NOTE: By virtue of IC 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for EACH policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.

NOTE: Effective July 1, 2006, any documents requiring a preparation statement which are executed or acknowledged in Indiana must contain the following affirmation statement as required by IC 36-2-11-15: "I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document unless required by law. [Sign, Print or Type Name]."

Additionally, pursuant to IC 35-2-7.5-6, a \$2.00 fee for each recorded document must be collected and deposited into the "County Identification Protection Fee" fund. Said fee has been collected by the county recorder since the law's inception in 2005 and will continue to be collected until further notice.

17. NOTE FOR INFORMATION: Effective July 1, 2009, HEA 1374 concerning Good Funds in real estate transactions requires funds deposited into an escrow account for closing from any party to the transaction in amounts over \$10,000.00 to be in the form of an irrevocable wire transfer. Funds deposited into an escrow account for closing in an amount less than \$10,000.00 must be in the form of cash, 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 real estate broker licensed under IC 25-34.1.

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PRELIMINARY TITLE

SCHEDULE B (Continued)

Commitment No.: 26012181

File No. 26012181

SCHEDULE B, PART II - Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. TRACT 1: Taxes assessed for the year 2024 due and payable in 2025.
Taxing Unit: Clay Twp.
Tax Parcel #005-00337-00, State ID #89-06-22-000-419.000-008
Auditor's Legal: PT SE SEC 22-17-13 16.049A
Assessed Value: Land \$31,600.00, Improvements \$0.00
Supplemental Exemption \$0.00, Standard Deduction \$0.00.
a) First Installment: \$312.83, PAID
b) Second Installment: \$312.83, PAID
8. TRACT 1: Taxes assessed for the year 2024 due and payable in 2025.
Taxing Unit: Clay Twp.
Tax Parcel #005-00337-05, State ID #89-06-22-000-419.007-008
Auditor's Legal: PT SE SEC 22-17-13 19.50A (not split for tax purposes)
Assessed Value: Land \$30,100.00, Improvements \$0.00
Supplemental Exemption \$0.00, Standard Deduction \$0.00.
a) First Installment: \$297.98, PAID
b) Second Installment: \$297.98, PAID
9. TRACT 2: Taxes assessed for the year 2024 due and payable in 2025.

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PRELIMINARY TITLE

SCHEDULE B (Continued)

Commitment No.: 26012181

File No. 26012181

Taxing Unit: Jefferson Twp.
Tax Parcel #011-00097-02, State ID #89-05-35-000-421.002-020
Auditor's Legal: PT S 1/2 E 1/2 SE 35-17-12 82.389A SUB TO 3A HWY GRANT
Assessed Value: Land \$149,600.00, Improvements \$0.00
Supplemental Exemption \$0.00, Standard Deduction \$0.00.
a) First Installment: \$1,495.99, PAID
b) Second Installment: \$1,495.99, PAID

10. TRACT 3: Taxes assessed for the year 2024 due and payable in 2025.
Taxing Unit: Jefferson Twp.
Tax Parcel #011-00550-00, State ID #89-05-36-000-309.000-020
Auditor's Legal: PT SW & SE 36-17-12 171.65A
Assessed Value: Land \$301,100.00, Improvements \$0.00
Supplemental Exemption \$0.00, Standard Deduction \$0.00.
a) First Installment: \$3,011.00, PAID
b) Second Installment: \$3,011.00, PAID
11. Taxes assessed for the year 2025 due and payable in 2026, a lien not yet due and payable.
12. Taxes assessed for the year 2026 due and payable in 2027, a lien not yet due and payable.
13. Taxes for subsequent years which are not yet due and payable.
14. The Company assumes no liability for increases in the amount of real estate taxes as shown above as a result of retroactive revaluation of the land and improvements, changes in the usage of the land or the loss of any exemption or deduction applicable to the land insured herein.
15. Municipal assessments, if any, assessed against the land.
16. TRACT 1: Easement granted to Wayne County Rural Electric Membership Corporation, recorded in Miscellaneous Record 33, page 441, in the Office of the Wayne County Recorder. (Exact location cannot be determined from the record.)
17. TRACT 1: Covenants, conditions, and restrictions as contained in Warranty Deed recorded as Instrument #1999006907 in the Office of the Recorder of Wayne County.
18. TRACT 1: Rights reserved by Jay W. Marshall and Judith Ann McGuire Marshall, husband and wife, as set forth in Contract for Deed (Land Contract) by and between Jay W. Marshall and Judith Ann McGuire Marshall, Seller(s), and Crossley Investments, LLC, Purchaser(s), dated March 4, 2022 and recorded March 7, 2022 in Instrument #2022001950 in the Office of the Wayne County Recorder.
19. TRACT 2: Right-of-way granted to the State of Indiana, recorded in Deed Record 322, page 5, in the Office of the Wayne County Recorder.
20. TRACT 3: Right, title and interest, if any, of the owners of the properties adjacent to the north and northwest by reason of adverse possession, and of those claiming through said owners to that part of the land north and northwest of the fence lines as shown by survey by River Valley Surveying dated May 9, 2021, recorded as Instrument #2021006317 in the Office of the Wayne County Recorder.

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

27C170 Sch. B

ALTA Commitment for Title Insurance (07-01-2021)

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AMERICAN
LAND TITLE
ASSOCIATION



(26012181.PFD/26012181/12)

PRELIMINARY TITLE

SCHEDULE B (Continued)

Commitment No.: 26012181

File No. 26012181

21. TRACT 3: Easement granted to Indiana Gas Company, Inc., recorded as Instrument #2009008825 in the Office of the Wayne County Recorder, and shown by aforementioned survey.
22. Rights of tenants under unrecorded leases, if any.
23. Rights of the Public, the State of Indiana, and County of Wayne and the municipality in and to that part of the premises taken or used for road purposes.
24. Right of way for drainage tiles, ditches, feeders and laterals, if any.
25. TRACTS 1 and 2: Rights of upper and lower riparian owners in and to the use of the waters of creeks or rivers thereon and the natural flow thereof.
26. TRACT 1: Any adverse claim based upon assertion that
 - a) Said land or any part thereof is now or at any time has been below the ordinary low water mark of the creeks and waterways.
 - b) Some portion of said land has been created by artificial means or has accreted to such portion so created.
 - c) Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the creeks and waterways, or has been formed by accretion to such portion so created.
27. TRACT 2: Any adverse claim based upon assertion that
 - a) Said land or any part thereof is now or at any time has been below the ordinary low water mark of Beard Run.
 - b) Some portion of said land has been created by artificial means or has accreted to such portion so created.
 - c) Some portion of said land has been brought within the boundaries thereof by an avulsive movement of Beard Run, or has been formed by accretion to such portion so created.
28. The acreage indicated in the legal description is solely for the purpose of identifying the said tract and should not be construed as insuring the quantity of land.
29. The address shown on Schedule A, is solely for the purpose of identifying said tract and should not be construed as insuring the address shown in the description of the land.
30. NOTE: Subject to an examination for judgments against the proposed insured.
31. NOTE: We reserve the right to make additional exceptions or requirements upon receipt of survey(s).
32. NOTE: The Indiana statutes prohibit ownership of certain real property by certain foreign parties. The specific statutory language can be found at Indiana Code § 1-1-16-1, et seq. and IC 32-22-3-1, et seq. ("the Acts"). Any loss or damage resulting from a violation of the Acts is excluded under the terms of the Policy.

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27C170 Sch. B

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(26012181.PFD/26012181/12)

PRELIMINARY TITLE

EXHIBIT "A"

TRACT 1 (commonly known as Smoky Row Rd, Greens Fork, IN 47345):

Being part of the Southeast Quarter of Section 22, Township 17 North, Range 13 East, in Clay Township, Wayne County, Indiana, and being more particularly described as follows:

Beginning at an iron rod set on the north line of the Southeast Quarter of said Section 22, said iron rod being 809.00 feet north 89 degrees, 51 minutes and 05 seconds west of a nail found over a stone at the northeast corner of said Southeast Quarter, and running thence from said beginning point south 00 degrees, 15 minutes and 20 seconds west, 1693.67 feet to an iron rod set; thence north 89 degrees, 52 minutes and 00 seconds west, 405.70 feet to an iron rod found; thence north 00 degrees, 15 minutes and 50 seconds west, 1668.72 feet to an iron rod found; thence south 89 degrees, 51 minutes and 05 seconds east, parallel to the north line of said Southeast Quarter, 40.00 feet to an iron rod found; thence north 00 degrees, 15 minutes and 50 seconds east, 25.00 feet to an iron rod found on the north line of said Southeast Quarter; thence south 89 degrees, 51 minutes and 05 seconds east, along said north line, 380.82 feet to the place of beginning, containing an area of 16.049 acres.

ALSO:

Being a part of the Southeast Quarter of Section 22, Township 17 North, Range 13 East, in Clay Township, Wayne County, Indiana, and more particularly described as follows:

Beginning at an iron rod set on the north line of the Southeast Quarter of said Section 22, said iron rod being 294.56 feet north 89 degrees, 51 minutes and 05 seconds west of a nail over a stone at the northeast corner of said Southeast Quarter, and running thence from said beginning point south 00 degrees, 15 minutes and 20 seconds west, 1693.43 feet to an iron rod set; thence north 89 degrees, 52 minutes and 00 seconds west, 514.44 feet to an iron rod set, thence north 00 degrees, 15 minutes and 20 seconds east, 1693.67 feet to an iron rod set on the north line of said Southeast Quarter; thence south 89 degrees, 51 minutes and 05 seconds east, along said north line, 514.44 feet to the place of beginning, containing an area of 20.000 acres.

Excepting Therefrom:

Being a part of the Southeast Quarter of Section 22, Township 17 North, Range 13 East, Clay Township, Wayne County, Indiana, and being more particularly described as follows:

Beginning at an iron rod found on the North line of the Southeast Quarter of Section 22-17-13, said iron rod being 294.56 feet North 89 degrees, 51 minutes and 05 seconds West of a nail found over stone at the Northeast corner of said Southeast Quarter, and running thence from said beginning point South 00 degrees, 15 minutes and 20 seconds West, 174.24 feet to an iron rod set; thence North 89 degrees, 51 minutes and 05 seconds West, 125.00 feet to an iron rod set; thence North 00 degrees, 15 minutes and 20 seconds East, 174.24 feet to an iron rod set on the North line of said Southeast Quarter; thence South 89 degrees, 51 minutes and 05 seconds East, along said North line, 125.00 feet to the place of beginning, containing an area of 0.500 acres.

ALSO EXCEPTING THEREFROM:

Proposed 5.000 acre tract to be reserved by grantor from real estate to be conveyed, to be described by proposed survey.

PRELIMINARY TITLE

TRACT 2 (commonly known as Jerry Meyers Rd, Hagerstown, IN 47346):

The South Half of the East Half of Fractional Section Thirty-five (35), Township Seventeen (17) North, Range Twelve (12) East.

EXCEPTING THEREFROM: A survey of a part of the South Half of the East Half of the Fractional Section Thirty-five (35), Township Seventeen (17) North, Range Twelve (12) East in Jefferson Township, Wayne County, Indiana, described as follows:

Beginning at a 5/8 inch rebar at the point of intersection of the North line of the South Half of the East Half of the Fractional Section Thirty-five (35), Township Seventeen (17) North, Range Twelve (12) East with the Westerly right-of-way line of State Highway #1, said rebar being North 88 degrees 57 minutes 42 seconds West 65.00 feet (assumed bearing) from a brass pin marking the Northeast corner of said half-half section; thence South 00 degrees 37 minutes 00 seconds West 881.68 feet parallel with the East line of said quarter section and along said right-of-way line to a 5/8 inch rebar; thence North 88 degrees 57 minutes 42 seconds West 306.81 feet to a 5/8 inch rebar; thence North 00 degrees 37 minutes 00 seconds East 881.68 feet to a 5/8 inch rebar on the North line of said half-half section; thence South 88 degrees 57 minutes 42 seconds East 306.81 feet to the point of beginning, containing 6.21 acres, more or less.

ALSO EXCEPTING THEREFROM:

Being part of the Southeast Quarter of Section 35, Township 17 North, Range 12 East, Jefferson Township, Wayne County, Indiana and being part of the lands conveyed to Eric Alton & Ethan James Dougherty (Instrument #2022002549), records of the Recorder's Office of Wayne County, Indiana and being more particularly described as follows:

Beginning at a mag spike found marking the Southeast corner of said Southeast Quarter; thence with the South line of said quarter North 89°45'25" West for a distance of 1037.82 feet to a mag nail set on the approximate centerline of Jerry Meyers Road and the true point of beginning for the herein described tract; thence continuing with said South line and along said road North 89°45'25" West for a distance of 606.99 feet to a mag nail set; thence leaving said South line and road and with a newly created line for the following three (3) courses and distanced: 1) North 00°00'0" East for a distance of 752.53 feet to a steel pin set; 2) North 89°52'02" East for a distance of 606.99 feet to a steel pin set; 3) South 00°00'00" East for a distance of 756.51 feet to the point of beginning. Containing 10.513 acres, more or less.

ALSO EXCEPTING THEREFROM:

Being part of the Southeast Quarter of Section 35, Township 17 North, Range 12 East, Jefferson Township, Wayne County, Indiana and being part of the lands conveyed to Eric Alton & Ethan James Dougherty (Instrument #2022002549), records of the Recorder's Office of Wayne County, Indiana and being more particularly described as follows:

Beginning at a mag spike found marking the Southeast corner of said Southeast Quarter; thence with the South line of said quarter North 89°45'25" West for a distance of 1644.81 feet to a mag nail set on the approximate centerline of Jerry Meyers Road and the true pint of beginning of the herein described tract; thence continuing with said South line and along said road North 89°45'25" West for a distance of 411.70 feet to a point, witnessed by a mag nail found 6.14 feet North of line; thence leaving said South line and road and with the East line of the lands conveyed to Steven & Cheryl D. Ramey (Instrument No. 1997004712) North 00°35'28" East for a distance of 2011.70 feet to a steel pin set; thence with a newly created line for the following four (4) courses and distances: 1) South 89°29'47" East for a distance of 676.88 feet to a steel pin set; 2) South 00°22'52" East for a distance of 1254.21 feet to a steel pin set; 3) South 89°52'02" West for a distance of 294.25 feet to a steel pin set; 4) South 00°00'00" West for a distance of 752.53 feet to the point of beginning. Containing 26.888 acres, more or less.

PRELIMINARY TITLE

TRACT 3 (commonly known as N State Rd 1, Hagerstown, IN 47346):

Situated in the Southeast and Southwest Quarters of Section 36, Township 17 North, Range 12 East, Jefferson Township, Wayne County, Indiana, and being part of real estate described in Instrument Number 2019008137 recorded in the Office of the Wayne County Recorder and being more particularly described as follows:

Commencing at a mag spike found at the southwest corner of the Southwest Quarter of said Section 36 in State Road One with the intersection of Fagan Road;

thence North $00^{\circ} 16' 32''$ East 1023.88 feet along the west line of said Southwest Quarter in said State Road One to the POINT OF BEGINNING for this land description herein described;

thence South $89^{\circ} 43' 45''$ East 772.15 feet along a new division line to a set rebar and cap, passing a rebar and cap set 65.0 feet along said course on the east right-of-way line of said Road;

thence North $00^{\circ} 16' 32''$ East 308.00 feet along a new division line to a set rebar and cap;

thence South $89^{\circ} 43' 45''$ East 533.10 feet to a set rebar and cap;

thence North $00^{\circ} 05' 54''$ East 1311.22 feet to a rebar and cap found on the north line of said Southwest Quarter;

thence South $89^{\circ} 43' 45''$ East 1301.20 feet along the north line of said Quarter to a six-inch round wood fence post found at the northeast corner of said Quarter;

thence South $89^{\circ} 43' 34''$ East 946.30 feet along the north line of said Southeast Quarter to a set rebar and cap;

thence South $00^{\circ} 44' 04''$ East 2633.76 feet along a new division line to a railroad spike set on the south line of said Southeast Quarter in said Fagan Road, passing a rebar and cap set 2613.76 feet along said course;

thence North $89^{\circ} 53' 09''$ West 976.40 feet along the south line of said Quarter in said Road to a copperweld monument found at the southwest corner of said Southeast Quarter;

thence North $89^{\circ} 52' 59''$ West 2618.73 feet along the south line of said Quarter in said Road to the point of beginning containing an area of 171.650 acres, more or less, there being 58.148 acres, more or less in the Southeast Quarter, and 113.502 acres, more or less in the Southwest Quarter.

PROPERTY PHOTOS

800.451.2709
SchraderAuction.com



TRACTS 1-4



TRACTS 1-2





TRACTS 1-2



TRACTS 2-3







Auction Manager:

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