

Carthage, IN (RUSH COUNTY)

• 4 miles southwest of Knightstown, IN • 15 miles northwest of Rushville, IN •

- 16± Acre owned Lake (Part of a 46± Acre Body of Water)
- 2027 Crop rights to Buyer w/ 90± FSA Cropland Acres
- Premier Hunting and Recreational Tracts w/ Stream
- Frontage on (2) roads
- Potential Country Building Sites
- Former "Woods Campground" with improvements
- Tracts from 4.5± Acres to 42± Acres!
- VERY UNIQUE PROPERTY for
Recreational Buyers
Crop Farmers - HUNTERS
and Rural Land Buyers!

Important Eastern INDIANA LAND AUCTION

Wednesday, July 15th @ 6:00 pm

INFORMATION BOOKLET

181.84± acres

Offered In 9 Tracts Or Combinations

Auction held at Sunset Park (Shelter House),
206 Hill Ave, Knightstown, IN 46148.

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.

OWNER: Juliann Davis (Undivided ½ Interest) and Steve Craney and Jon Craney (Undivided ½ Interest)

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

Andrew M. Walther, RB14024625, AU19400167

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



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 & PROCEDURES:

PROCEDURE: The property will be offered in 9 individual tracts, any combination of tracts (Subject to "Swing" Tract Limitations) and as a total 181.84± 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: 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.

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 August 1st, 2026. The balance of the real estate purchase price is due at closing.

POSSESSION: At closing.

REAL ESTATE TAXES: Taxes to be prorated to the date of 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. 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.

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

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 acreages.

FSA INFORMATION: See Agent.

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

BIG BLUE RIVER CONSERVANCY EASEMENT: All or parts of Tracts 1, 2, & 3 are covered in an easement that prohibits some uses. Contact agent for information.

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 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. 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.

STOCK PHOTOGRAPHY: Animal photos are for illustrative purposes only and are not of the auction property.

BOOKLET INDEX

• BIDDER PRE-REGISTRATION FORM	Page 5
• ONLINE BIDDING REGISTRATION FORM	Page 7-8
• LOCATION MAP & AERIAL TRACT MAP	Page 9-11
• SOIL MAPS (Soil, Topo Contours & Flood Zone)	Page 13-16
• CONTACT INFORMATION	Page 17-18
• BIG BLUE RIVER CONSERVANCY DISTRICT EASEMENT PHOTO STRUCTURE #3	Page 19-21
• STRUCTURE #3 CLERKS DEED OF EASEMENT PAGE 1	Page 23-24
• PRELIMINARY TITLE	Page 25-42
• PHOTOS	Page 43-55

**For Information Call Auction Manager:
Andy Walther, 765-969-0401 (cell)**

TRACTS 3-5 & 8

REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

WEDNESDAY, JULY 15, 2026

181.84± ACRES – RUSH COUNTY, INDIANA

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,
P.O. Box 508, Columbia City, IN, 46725,
Email to auctions@schraderauction.com or fax to 260-244-4431, no later than Wednesday, July 8, 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
181.84± Acres • Rush County, Indiana
Wednesday, July 15, 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 Wednesday, July 15, 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, Wednesday, July 8, 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.

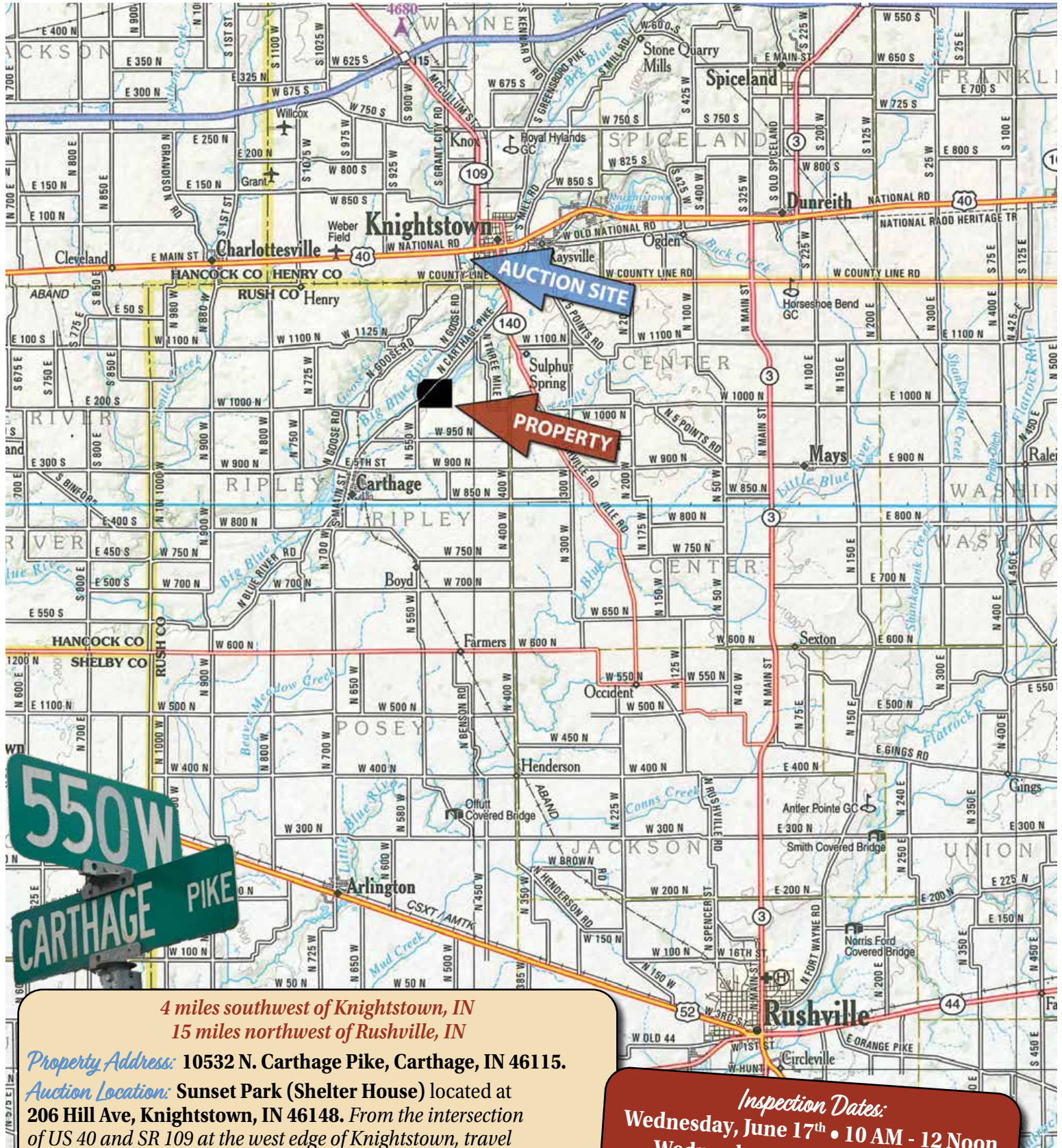
Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

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 & TRACT MAPS

LOCATION MAP



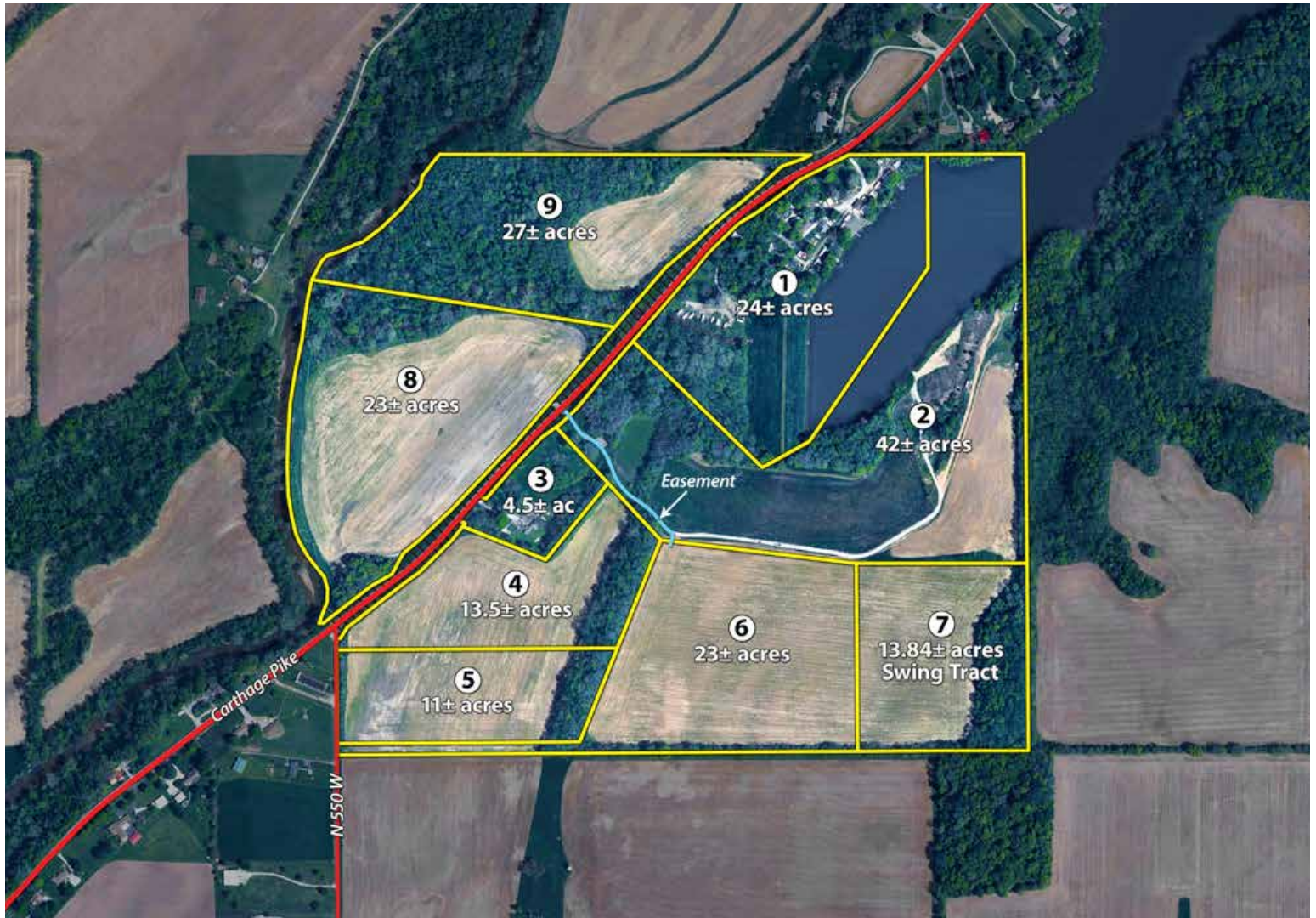
*4 miles southwest of Knightstown, IN
15 miles northwest of Rushville, IN*

Property Address: 10532 N. Carthage Pike, Carthage, IN 46115.

Auction Location: Sunset Park (Shelter House) located at 206 Hill Ave, Knightstown, IN 46148. From the intersection of US 40 and SR 109 at the west edge of Knightstown, travel west 1 block to Hill Avenue. Then left (south) 2 blocks to the park.

Inspection Dates:
Wednesday, June 17th • 10 AM - 12 Noon
Wednesday, July 1st • 5 PM - 7 PM
Friday, July 10th • 10 AM - 12 Noon
Meet Agent at Tract 1

TRACT MAP & DESCRIPTIONS



Tract Descriptions:

All acreages are approximate. (Secs. 8 & 9, Ripley Twp)

Tract 1: 24± ACRES formerly known as the **Woods Camp-ground**. Located at 10532 N. Carthage Pike. Features multiple improvements, a 2-story home, gravel drive-ways, 17 electric camper hook-ups, 7± acres of lake surface water and much more. This tract includes much of the lakes' dam and spillway area. *Come examine all the possibilities this property presents!*

Tract 2: 42± ACRES of recreational land including 8± acres of surface water. The tract has an established gravel lane and includes a boat launching area. Premier recreational tract. *Subject to the Big Blue Conservancy Easement (See Agent).*

Tract 3: 4.5± ACRES located at 10237 N. Carthage Pike. This tract features a wooded lot with an established driveway, well, and septic system. *Consider this as a stand-alone tract or in combination. Note: The mobile home is owned by a third party and is NOT included with the sale of the real estate.*

Tract 4: 13.5± ACRE potential building tract with 10.5± FSA cropland acres. Mature trees along the back of this tract. Frontage on N 550 W and an established entrance on N. Carthage Pike.

Tract 5: 11± ACRES mostly tillable. Potential country building site with frontage on N 550 W. Smaller tracts like this are very hard to find in the marketplace.

Tract 6: 23± ACRES mostly all cropland. Owned frontage on N 550 W along with an ingress and egress easement over the established lane crossing Tract 2. Productive Ockley soils.

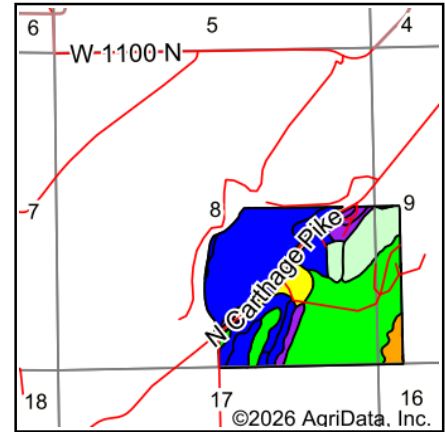
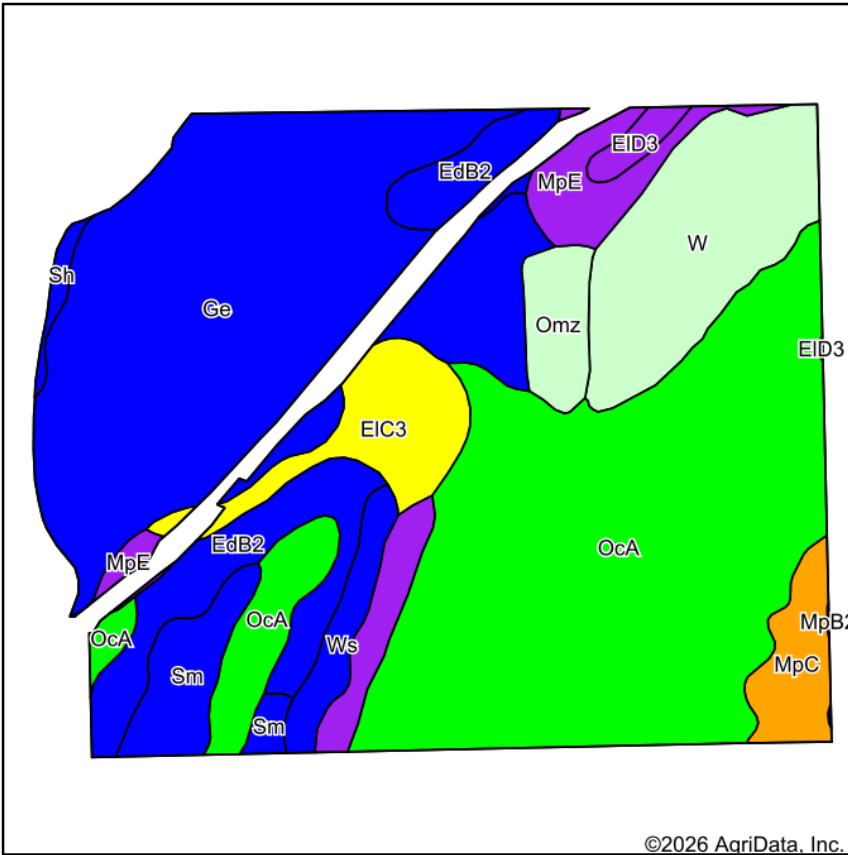
Tract 7: 13.84± ACRES with a nice mix of tillable and wooded land. This is a **SWING TRACT** and must be purchased in combination with Tract 2, 6 or by an adjoining landowner. Consider combining with Tract 2 and utilize the area contained in Tract 7 as an estate building site that lies outside the conservation easement area.

Tract 8: 23± ACRES with 19± FSA cropland acres with the balance is in woods with a winding stream and creek frontage.

Tract 9: 27± ACRES of prime hunting and recreational property. Established entry point along N. Carthage Pike. Features 15± acres of established woods with creek frontage and 5.5± acres of tillable land. *Consider combining with Tract 8 for 50± contiguous acres.*

SOIL INFORMATION

SOIL MAP



State: **Indiana**
 County: **Rush**
 Location: **8-15N-9E**
 Township: **Ripley**
 Acres: **182.53**
 Date: **3/19/2026**

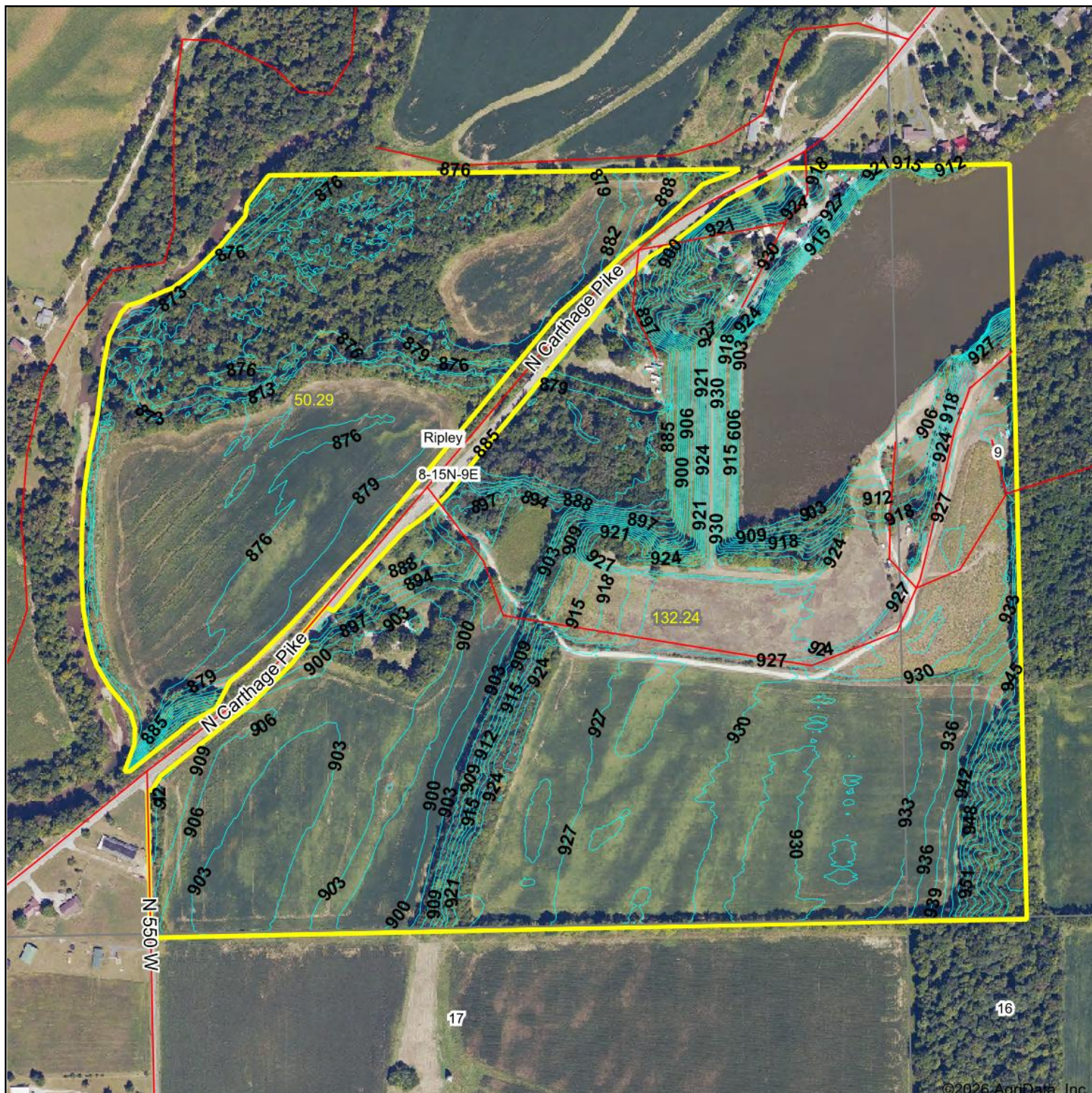


Soils data provided by USDA and NRCS.

Area Symbol: IN139, Soil Area Version: 29											
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Grass legume hay Tons	Pasture AUM	Soybeans Bu	Winter wheat Bu	
OcA	Ockley silt loam, 0 to 2 percent slopes	64.85	35.4%		Ie	134	5	9	47	66	
Ge	Genesee loam, gravelly substratum	52.65	28.8%		IIw	106			38		
W	Water	16.39	9.0%								
EdB2	Eldean loam, 2 to 6 percent slopes, eroded	12.81	7.0%		Ile	106	4	6	36	46	
EIC3	Eldean clay loam, 6 to 12 percent slopes, severely eroded	7.65	4.2%		IVe	73	3	5	25	37	
Sm	Sleeth silt loam, 0 to 2 percent slopes	5.59	3.1%		IIw	147	5	10	51	59	
MpE	Miamian silt loam, 18 to 35 percent slopes	5.23	2.9%		Vlle	84	3	6	30	42	
MpC	Miamian silt loam, 6 to 12 percent slopes	4.52	2.5%		IIle	113	4	8	39	51	
Omz	Orthents, earthen dam	3.92	2.1%								
MuD3	Miamian clay loam, 12 to 18 percent slopes, severely eroded	3.39	1.9%		Vle	84	3	6	30	42	
Ws	Westland clay loam, 0 to 1 percent slopes	3.39	1.9%		IIw	164	5	11	58	66	
EID3	Eldean clay loam, 12 to 18 percent slopes, severely eroded	1.30	0.7%		Vle	58	2	4	20	29	
Sh	Shoals silt loam, 0 to 2 percent slopes, frequently flooded, brief duration	0.84	0.5%		IIw	125			43	1	
Weighted Average					*-	104	2.7	4.8	36.6	34.7	

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

TOPO CONTOURS MAP



©2026 AgriData, Inc.



Source: USGS 1 meter dem

Interval(ft): 3.0

Min: 869.2

Max: 970.2

Range: 101.0

Average: 904.4

Standard Deviation: 22.41 ft

0ft 544ft 1089ft



3/19/2026

8-15N-9E
Rush County
Indiana

Boundary Center: 39° 45' 37.94, -85° 32' 44.55

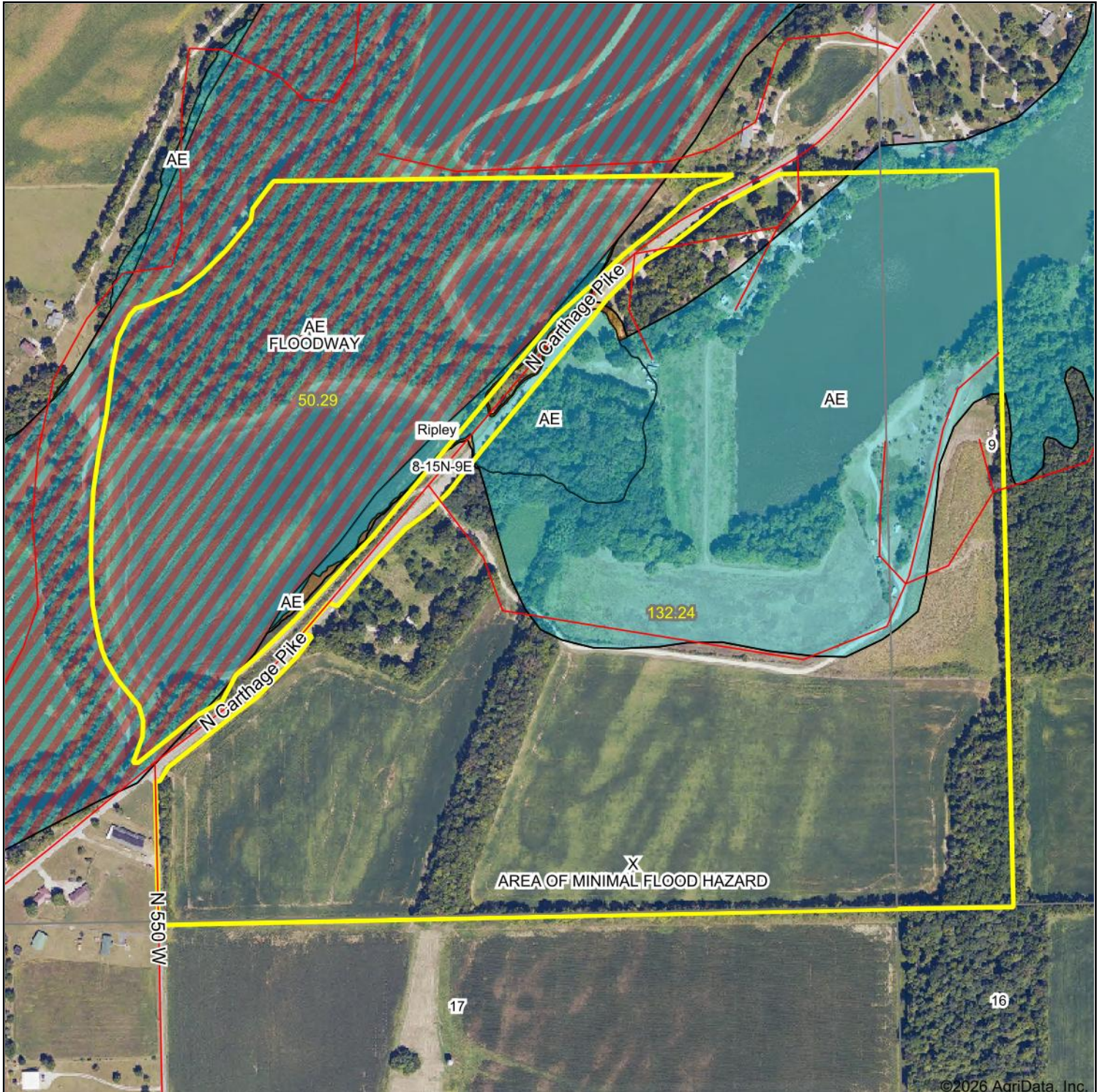
Maps Provided By:



© AgriData, Inc. 2025

www.AgriDataInc.com

FLOOD ZONE MAP



©2026 AgriData, Inc.



Map Center: 39° 45' 37.94, -85° 32' 44.55

0ft 558ft 1116ft



© AgriData, Inc. 2025 www.AgriDataInc.com

8-15N-9E
Rush County
Indiana



3/19/2026

Flood related information provided by FEMA

CONTACT INFORMATION

CONTACT INFORMATION

Big Blue River Conservancy District

Jan Crider

Contracting Officer

Big Blue River Conservancy District

765-524-3232 - Cell

765-987-7555 – Main Office

Rush County Health Department

Dan Burklow, EHS, CPO

101 East 2nd Street, Room 105

Rushville, IN 46173

Office – 765-932-3103

Cell – 765-745-1596

Rush County Zoning Department

Mike Holzback, Director

101 East Second Street, Room 211

Rushville, Indiana 46173

Phone: 765-932-3090

Fax: 765-938-1163

Email: planningdirector@rushcounty.in.gov

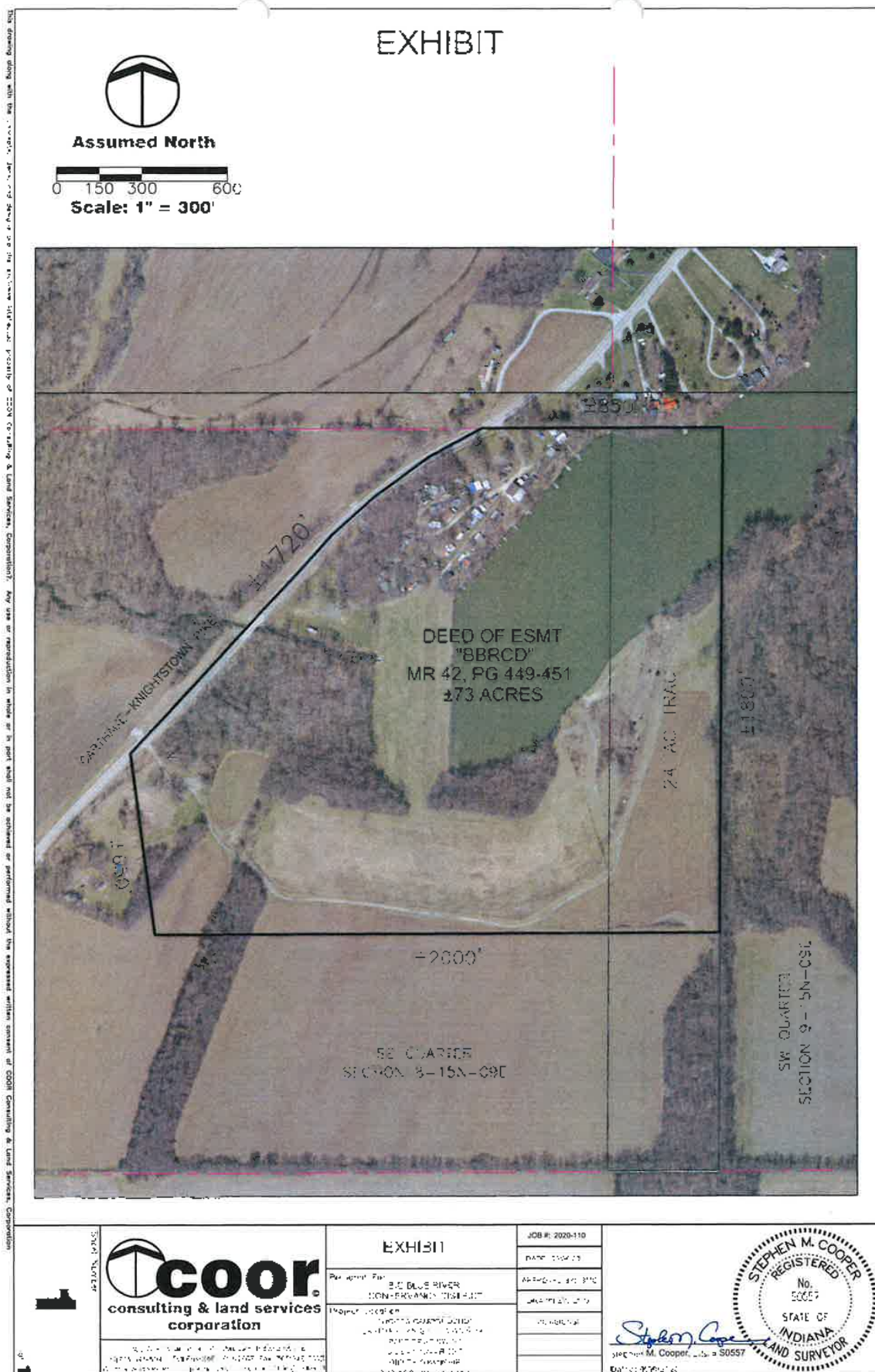
Indiana State Health Department (Familiar with the property)

Kim Rowe

317-775-8631

**BIG BLUE RIVER
CONSERVANCY
DISTRICT EASEMENT
PHOTO STRUCTURE #3**

BIG BLUE RIVER CONSERVANCY DISTRICT EASEMENT



BIG BLUE RIVER CONSERVANCY DISTRICT EASEMENT

The drawing along with the concepts, ideas, and designs are the exclusive intellectual property of COOR Consulting & Land Services, Corporation. Any use or reproduction in whole or in part shall not be allowed or performed without the expressed written consent of COOR Consulting & Land Services, Corporation.

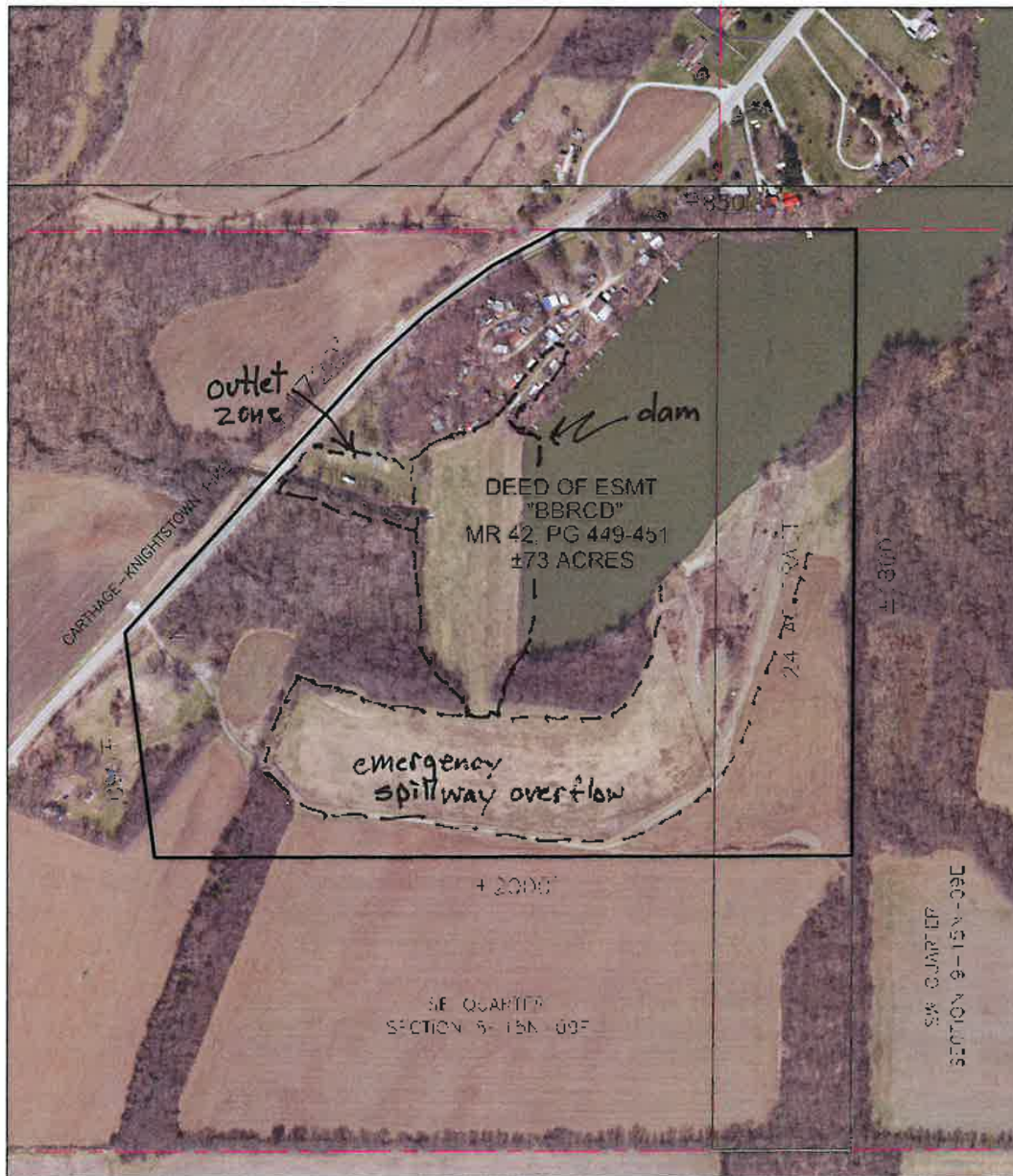


Assumed North

0 150 300 600
Scale: 1" = 300'

EXHIBIT

dam - remove trailers and small buildings on North end
outlet zone - remove trailers and small buildings
emergency spillway - remove trailers and small buildings



 coor consulting & land services corporation 2000 West 10th Street, Suite 100 Oklahoma City, Oklahoma 73106 Phone: (405) 941-1111 Fax: (405) 941-1112 Email: info@coor.com	EXHIBIT	DATE: 12/20/10	
	Prepared For: BIG BLUE RIVER CONSERVANCY DISTRICT	PROJECT NO.: 1001	
	Project Location: 10,000 ACRES SURROUNDING CARPENTER CREEK, 1000 ACRES PART OF SECTION 9, T15N, R10E HENNING COUNTY, INDIANA	SHEET NO.: 1	
	Project Location: 10,000 ACRES SURROUNDING CARPENTER CREEK, 1000 ACRES PART OF SECTION 9, T15N, R10E HENNING COUNTY, INDIANA	DATE: 12/20/10	
	Project Location: 10,000 ACRES SURROUNDING CARPENTER CREEK, 1000 ACRES PART OF SECTION 9, T15N, R10E HENNING COUNTY, INDIANA	DATE: 12/20/10	

STRUCTURE #3 CLERKS DEED OF EASEMENT

STRUCTURE #3 CLERKS DEED OF EASEMENT

4231

ENTERED FOR RECORD

The 11 day of Aug 19 72
at 2:20 o'clock P. M. and
recorded to Miss record
No. 42 Page 449-451

CLERK'S DEED OF EASEMENT

Arthur Hillman
Recorder, Rush County, Ind.

I, Frances S. Norris, Clerk of the Rush Circuit Court, pursuant to proceedings had in the case of The Big Blue River Conservancy District vs. Mary Gertrude Wood, John David Wood, Juliann Wood and John David Wood, Jr. in Cause No. C-72-145 in said Court, effective as of June 19, 1972, do hereby CONVEY TO

THE BIG BLUE RIVER CONSERVANCY DISTRICT
a permanent easement on the following described real estate located in Rush County, Indiana:

Beginning at the Northeast corner of a 24 acre tract off of the West side of the Southwest Quarter of Section 9, Township 15 North, Range 9 East, as described in a deed recorded in Book 2, page 247 of the Records of Rush County, Indiana, and running thence South 1800 feet, more or less; thence West 2000 feet, more or less; thence North 12 degrees West 650 feet, more or less, to the center of the Carthage, Knightstown Pike; thence Northeasterly on and along the center line of said Pike 1720 feet, more or less, to the point of intersection of said Pike, and the North line of the Southeast Quarter of Section 8, Township 15 North, Range 9 East; thence East along the said North line of said quarter Section 8 and the North line of Southwest Quarter of Section 9, Township 15 North, Range 9 East, 850 feet, more or less, to the place of beginning, containing 73.40 acres, more or less.

For the purpose of:

- A. Constructing and maintaining a flood retarding structure for flood control purposes consisting of an earthen dam, a concrete spillway, and an emergency spillway located on the South end of the dam.
- B. In connection with such construction to obtain and use the necessary fill materials consisting of 200,000 cubic yards, more or less.

PRELIMINARY TITLE

PRELIMINARY TITLE

File No: 26991845-NIN



American Land Title Association

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

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
Old Republic 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 EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

COMMITMENT TO ISSUE POLICY

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

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

ATA NATIONAL TITLE GROUP, LLC

Holly M. Jackson

HOLLY M. JACKSON
AUTHORIZED SIGNATORY

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By

C. Monroe

President

Attest

David Wald

Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; 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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PRELIMINARY TITLE



American Land Title Association

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

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

Issuing Agent: ATA National Title Group, LLC
Issuing Office: 8335 Keystone Crossing, Ste. 104
Indianapolis, IN 46240
Ph:(317) 808-9600 Fax:(317) 808-9619
Issuing Office's ALTA® Registry ID: 1033513
Issuing Office File Number: 26991845-NIN
Property Address: 10532 N. Carthage Pike, Carthage, IN 46115, 0 N. Carthage Pike, Carthage, IN 46115, 10237 N. Carthage Pike, Carthage, IN 46115
Revision Number:

SCHEDULE A

1. Commitment Date: March 31, 2026, at 8:00 am
2. Policy to be issued: Proposed Policy Amount
(a) ALTA® OWNERS POLICY WITH STANDARD EXCEPTIONS **TBD**
Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below**
(b) ALTA® LOAN POLICY WITH STANDARD EXCEPTIONS **TBD**
Proposed Insured: **Lender with contractual loan obligations to the contractual purchaser of the vested owner identified at item 4 below**
3. The estate or interest in the Land at the Commitment Date is **Fee Simple**.
4. The Title is, at the Commitment Date, vested in:
Juliann Davis, an undivided one-half (1/2) interest and Steve Craney and Jon Craney, an undivided one-half (1/2) interest, as tenants in common
5. The Land is described as follows: Situated in the County of Rush, State of Indiana

SEE EXHIBIT A

ATA National Title Group, LLC

Holly M. Jackson
AUTHORIZED SIGNATORY

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; 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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PRELIMINARY TITLE

File No: 26991845-NIN

Exhibit "A"

The Land is described as follows: Situated in the County of Rush, State of Indiana

Twenty four (24) acres of land off of the West side of the South West Quarter of Section nine (9), township fifteen (15), range nine (9) east.

ALSO, the south east quarter of Section eight (8), township fifteen (15) range nine (9) east.

ALSO, beginning at a point thirty four (34) rods North of the North East corner of the North West quarter of Section seventeen (17), township fifteen (15), range nine (9) east, thence west to the Center of Blue River, thence northward with the meanderings of the River to the East line of the South West Quarter of Section eight (8), township fifteen (15), range nine (9) east, thence south on said line to the place of beginning, containing four (4) acres, more or less.

And containing in all one hundred eighty-eight (188) acres, more or less.

LESS AND EXCEPT that property deeded to the Rush County Board of Commissioners in that Warranty Deed recorded September 21, 2007 as Instrument Number [200700002890](#) and further described as follows:

A part of the South Half of Section 8, Township 15 North, Range 9 East, Rush County, Indiana, and being a part of the land described in Miscellaneous Record 2, pages 244-248, Office of the Recorder of Rush County, more particularly described as follows:

Beginning on the east line of the southwest quarter of said section North 0 degrees 04 minutes 15 seconds West (assumed bearing) 514.52 feet from the southeast corner of said quarter section; thence continuing North 0 degrees 04 minutes 15 seconds west 63.96 feet along said east line to east corner of a tract of land described in Deed Record 148, pages 346-347, (Office of the Recorder of Rush County); thence South 09 degrees 51 minutes 49 seconds West 66.12 feet along the north line of said tract of land; thence North 52 degrees 34 minutes 18 seconds East 281.53 feet; thence North 61 degrees 06 minutes 09 seconds East 101.12 feet; thence North 29 degrees 03 minutes 22 seconds East 105.30 feet; thence North 50 degrees 40 minutes 24 seconds East 96.02 feet; thence North 46 degrees 54 minutes 40 seconds East 195.85 feet; thence North 43 degrees 51 minutes 14 seconds East 300.38 feet; thence North 45 degrees 16 minutes 50 seconds East 100.28 feet to the northwestern boundary of Carthage Pike; thence North 40 degrees 59 minutes 29 seconds East 1,026.32 feet along the northwestern boundary of said Carthage Pike; thence along said boundary Northeasterly 580.44 feet along an arc to the right and having a radius of 1,932.36 feet and subtended by a long chord having a bearing of North 49 degrees 35 minutes 48 seconds East and a length of 578.26 feet; thence North 47 degrees 14 minutes 15 seconds East 104.21 feet; thence North 70 degrees 56 minutes 53 seconds East 102.50 feet; thence North 63 degrees 12 minutes 43 seconds East 55.90 feet to the north line of the southeast quarter of said section; thence North 89 degrees 42 minutes 15 seconds East 148.15 feet along the north line of said quarter section; thence South 53 degrees 44 minutes 58 seconds West 23.81 feet; thence South 89 degrees 46 minutes 37 seconds west 22.36 feet; thence South 63 degrees 12 minutes 43 seconds West 145.00 feet; thence South 48 degrees 17 minutes 04 seconds West 101.48 feet; thence South 53 degrees 46 minutes 20 seconds West 193.95 feet; thence South 59 degrees 36 minutes 39 seconds west 97.10 feet; thence South 46 degrees 14 minutes 29 seconds West 193.36 feet; thence South 38 degrees 45 minutes 39 seconds West 96.58 feet; thence South 42 degrees 05 minutes 48 seconds West 70.59 feet; thence South 40 degrees 59 minutes 29 seconds West 526.32 feet; thence South 39 degrees 33 minutes 34 seconds West 200.06 feet; thence South 46 degrees 42 minutes 08 seconds West 100.50 feet; thence South 55 degrees 01 minute 40 seconds West 103.08 feet; thence South 44 degrees 15 minutes 43 seconds west 175.29 feet; thence South 40 degrees 59 minutes 29 seconds West 191.39 feet to the northern line of the Wood Subdivision; thence North 68 degrees 12 minutes 36 seconds West

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; 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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PRELIMINARY TITLE

File No: 26991845-NIN

42.36 feet along the northern line of said subdivision to the north corner of said subdivision being on the centerline of Bald Carthage Pike; thence South 40 degrees 59 minutes 29 seconds West 142.47 feet along the centerline of said Carthage Pike to the west corner of said subdivision; thence South 68 degrees 12 minutes 36 seconds East 42.36 feet along the southern line of said subdivision; thence South 38 degrees 03 minutes 06 seconds West 92.11 feet; thence South 45 degrees 48 minutes 54 seconds West 205.74 feet; thence South 54 degrees 32 minutes 23 seconds West 82.55 feet; thence South 52 degrees 34 minutes 18 seconds West 319.82 feet; thence South 32 degrees 51 minutes 20 seconds West 59.28 feet to the east boundary of County Road 550 West; thence South 89 degrees 55 minutes 45 seconds West 15.00 feet to the point of beginning and containing 6.159 acres, more or less, inclusive of the presently existing right of way which contains 3.096 acres, more or less, for a net additional taking of 3.063 acres, more or less.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; 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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PRELIMINARY TITLE

File No: 26991845-NIN

SCHEDULE B, PART I REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. A disclosure of Sales Information form prescribed by the State Board of Tax Commissioners pursuant to IC 6-1.1-5.5, must be filed with the subject property's domiciled county auditor's office prior to recording the deed conveying the property to be insured herein.
6. By virtue of Indiana Code 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 closings 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).
7. Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmative statement: "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name)." See Indiana Code 36-2-11-15.
8. 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 irrevocable wire transfer. Funds received from any party in an amount less than \$10,000.00 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.
9. Our search did not disclose any open or outstanding monetary liens of record. Please supply the Company with the existing creditor or lienholder information, if any.
10. This commitment may be subject to further requirements upon identity verification of the Seller.
11. Execute and deliver an Owner's and/or Borrower's Affidavits in a form satisfactory to Company.
12. Warranty Deed from recited owner to recited purchaser.
13. Mortgage executed by recited purchaser to recited mortgagee in the amount indicated.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; 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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PRELIMINARY TITLE

File No: 26991845-NIN

14. ATA National Title Group, LLC completed a judgment and bankruptcy search against the current owner(s) of record and found the following:

Lawsuit

Entered: February 18, 2026

Case No.: [70D01-2410-PL-000460](#)

Plaintiff(s): Steve Craney and Jon Craney

Defendant(s): Juliann Davis

Plaintiffs attorney of record: Steven M. Elsbury (317) 462-8848

Settlement Agreement provides that real estate property to be sold and the net proceeds of the sale shall be divided as follows: 25% to Steve Craney; 25% to Jon Craney, and 50% to Juliann Davis.

15. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
16. 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, additional exceptions or requirements after the designation of the Proposed Insured.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; 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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PRELIMINARY TITLE

File No: 26991845-NIN

SCHEDULE B, PART II EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

1. Rights or claims of parties in possession not shown by the Public Records.
- 2.. Any facts, rights, interests or claims not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof of the Land.
3. Easements, claim of easements or encumbrances that are not shown in the Public Records and existing water, mineral, oil and exploration rights.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any lien or right to lien for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. The lien, if any, of real estate taxes, assessments, and/or water and sewer charges, not yet due and payable or that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records; including the lien for taxes, assessments, and/or water and sewer charges, which may be added to the tax rolls or tax bill after the effective date. The Company assumes no liability for the tax increases occasioned by the retroactive revaluation or changes in the Land usage.
7. 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
8. Real estate taxes assessed in the year 2025, payable in two installments, due by May 10 and November 10, 2026

Assessed in the name of: Davis, Juliann und 1/2 int & Steve Craney and Jon Craney und 1/2 int TIC

Parcel No.: 70-02-08-400-001.000-008 (156.526 acres)

Taxing Unit/Code: Ripley Township

Land: \$322,400.00

Improvements: \$167,000.00

Homeowners Exemptions: \$48,000.00

Other Exemptions: \$79,100.00

May installment of \$3,710.42 Unpaid

November installment of \$3,710.42 Unpaid

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; 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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PRELIMINARY TITLE

File No: 26991845-NIN

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

9. Drainage/Ditch Assessment for the year 2026 to be paid with the real estate taxes: May installment of \$113.05 Unpaid; November installment of \$113.05 Unpaid.
10. Real estate taxes assessed in the year 2025, payable in two installments, due by May 10 and November 10, 2026

Assessed in the name of: Davis, Juliann und 1/2 int & Steve Craney and Jon Craney und 1/2 int TIC
Parcel No.: 70-02-09-300-001.000-008
Taxing Unit/Code: Ripley Township
Land: \$27,400.00
Improvements: \$0.00
Other Exemptions: \$1,644.00
May installment of \$271.65 Unpaid
November installment of \$271.65 Unpaid

11. Drainage/Ditch Assessment for the year 2026 to be paid with the real estate taxes: May installment of \$12.66 Unpaid; November installment None Due.
12. Real estate taxes assessed in the year 2025, payable in two installments, due by May 10 and November 10, 2026

Assessed in the name of: Davis, Juliann und 1/2 int & Steve Craney and Jon Craney und 1/2 int TIC
Parcel No.: 70-02-08-400-002.000-008
Taxing Unit/Code: Ripley Township
Land: \$52,500.00
Improvements: \$26,900.00
Other Exemptions: \$4,764.00
May installment of \$787.18 Unpaid
November installment of \$787.18 Unpaid

13. Drainage/Ditch Assessment for the year 2026 to be paid with the real estate taxes: May installment of \$18.34 Unpaid; November installment os \$18.34 Unpaid.
14. Taxes for the year 2026 and all subsequent years are undetermined and a lien, but not yet due and payable.
15. Perpetual Easement for Ingress and Egress granted to the Board of Commissioners of Rush County, Indiana, recorded June 12, 2018 as Instrument Number [2018001264](#).
16. Perpetual Drainage Easement granted to the Board of Commissioners of Rush County, Indiana, recorded June 12, 2018 as Instrument Number [2018001263](#).
17. Terms and provisions of a timber contract, as evidenced by that Affidavit of Timber Contract made by and between Mary G. Wood, as Seller, and Pike Lumber Company, Inc., as Buyer, recorded April 15, 2013 as Instrument Number [2013001078](#).

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; 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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PRELIMINARY TITLE

File No: 26991845-NIN

18. Temporary Right-of-Way Grant to the County of Rush recorded April 8, 2008 as Instrument Number [200800000855](#).
19. Temporary Right-of-Way Grant to the County of Rush recorded April 8, 2008 as Instrument Number [200800000854](#).
20. Easement for Private Road granted to Lynn G. Wilfong and Barbara H. Wilfong recorded December 16, 1983 in [Book 132, Page 49](#).
21. Easement for Private Road granted to Lynn G. Wilfong and Barbara H. Wilfong recorded December 16, 1983 in [Book 132, Page 48](#).
22. Right of Way Easement granted to Rush County Rural Electric Membership Corporation recorded June 8, 1983 in [Book 131, Page 573](#).
23. Terms and provisions of an Oil and Gas Lease recorded October 5, 1981 in [Book 47, Page 314](#).
24. Drainage easement as evidenced by that Clerk's Deed of Easement recorded August 11, 1972 in [Book 42, Page 449](#).
25. Rights of drains, ditches, tiles, feeders and laterals, as applicable.
26. Rights of the Public, the State of Indiana, and the Municipality in and to that part of the premises in question taken or used for roadway purposes.
27. Set-back and use restrictions, possible maintenance and reconstruction assessments; and all rights of others entitled to the continued uninterrupted flow of the water through a Legal Drain, if any. Indiana Drain Code IC 36-9-27-33
28. Leases, grants, exceptions, or reservation of minerals or mineral rights, if any, appearing in the public records.
29. Any reference to acreage in the legal description is for description purposes only and is not an assurance of the quantity of land.

THE FOLLOWING NOTE IS FOR INFORMATIONAL PURPOSES ONLY:

The following deed(s) affecting said land were recorded within 24 months of the date of this report:

Grantor Gregory Wood, an undivided one-half interest; Grantee Steve Craney and Jon Craney; Recorded October 24, 2023 Instrument Number 2023002365.

Affidavit of Survivorship of Mary Gertrude Woods; Grantee Juliann Davis and Gregory Wood, each to an undivided one-half (1/2) interest, as tenants in common; Recorded on September 5, 2023 Instrument Number 2023001957.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; 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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PRELIMINARY TITLE

File No: 26991845-NIN

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; 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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PRELIMINARY TITLE

File No: 26991845-NIN

COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; 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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PRELIMINARY TITLE

5. LIMITATIONS OF LIABILITY

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

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

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

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

PRELIMINARY TITLE

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>.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; 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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PRELIMINARY TITLE



PRIVACY POLICY NOTICE

ATA National Title Group, LLC and its family of affiliated companies (collectively "ATA") respect the privacy of our customers' personal information. This Notice explains the ways in which we may collect and use personal information under the ATA Privacy Policy.

ATA, as an agent for First American Title Insurance Company, Old Republic Title Insurance, American Guaranty Title Insurance Company, Stewart Title Guaranty, Fidelity National Title Insurance Company and its family of companies, Westcor Land Title Insurance Company, WFG National Title Insurance Company, Farmland Title and DHI Title Insurance provides title insurance products and other settlement and escrow services to customers. The ATA Privacy Policy applies to all ATA customers, former customers and applicants.

What kinds of information we collect: Depending on the services you use, the types of information we may collect from you, your lender, attorney, real estate broker, public records or from other sources include:

- information from forms and applications for services, such as your name, address and telephone number
- information about your transaction,
- with closing, escrow, settlement or mortgage lending services or mortgage loan servicing, certain non-public personal information is provided to us in order to provide the services requested. and
- information about your transactions and experiences as a customer.

How we use and disclose this information: We use your information to provide you with the services, products and insurance that you, your lender, attorney, or real estate brokers have requested. We disclose information to our affiliates and unrelated companies as needed to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, to provide information to government and law enforcement agencies and as otherwise permitted by law. As required to facilitate a transaction, we record documents that are part of your transaction in the public records as a legal requirement for real property notice purposes.

We do not share any nonpublic personal information we collect from you with unrelated companies for their own use.

We do not share any information regarding your transaction that we obtain from third parties (including credit report information) except as needed to enable your transaction.

We may disclose your name, address, email address, and property information to third-party companies that perform marketing services on our behalf, such as letter production and mailing. We may also share this information with financial service providers including insurance companies, banks, mortgage brokers, and credit institutions with whom we have joint marketing agreements.

Additionally, we may share your name, address, email address, and property information with companies that offer value-added or convenience services related to homeownership. These services are entirely optional, and you will only be enrolled if you affirmatively opt in with the provider. You will have the opportunity to review the service and make your selection directly with them.

How we protect your information: We maintain administrative, physical, electronic and procedural safeguards to guard your nonpublic personal information. We reinforce our privacy policy with our employees and our contractors. Joint marketers and third parties service providers who have access to nonpublic personal information to provide marketing or services on our behalf are required by contract to follow appropriate standards of security and confidentiality.

If you have any questions about this privacy statement or our practices at ATA, please write us at: **ATA National Title Group, LLC, 31440 Northwestern Highway, Ste. 225, Farmington Hills, Michigan 48334** or email us at legal_dept@atatitle.com or visit our website www.atatitle.com

(Effective June 2025)

PRELIMINARY TITLE

Updated 1/1/2026



FACTS

WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Go to www.oldrepublictitle.com (Contact Us)

PRELIMINARY TITLE

Page 2

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company</i>
Non-affiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • <i>Old Republic Title doesn't jointly market.</i>

PRELIMINARY TITLE

Page 3

Affiliates Who May be Delivering This Notice				
American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.
Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company
Old Republic Title Company of Conroe	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis
Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.	RamQuest Software, Inc.	Republic Abstract & Settlement, LLC
Sentry Abstract Company	Surety Title Agency, Inc.	Trident Land Transfer Company, LLC		

PHOTOS

PHOTOS



PHOTOS



PHOTOS



PHOTOS



PHOTOS



TRACTS 3-5



TRACTS 3-5 & 8

PHOTOS



PHOTOS



PHOTOS



PHOTOS



PHOTOS



PHOTOS





TRACT 9



Schrader Real Estate and Auction Company, Inc.
 950 N Liberty Drive, PO Box 508, Columbia City, IN 46725
260.244.7606 or 800.451.2709
www.SchraderAuction.com

