

INFORMATION *Booklet*

30[±] acres
Offered in 2 Tracts
Mostly Tillable

Wells County, Indiana

LAND AUCTION



800.451.2709
SchraderAuction.com

Tuesday, August 18 • 6:00pm

held at Knight-Bergman Center, 132 Nancy St, Warren, IN • Online Bidding Available

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 | Al Pfister • 260.760.8922



SCHRADER

Real Estate and Auction Company, Inc.

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

800.451.2709 | 260.244.7606

www.schraderauction.com

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App Store

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BIDDER PRE-REGISTRATION FORM

TUESDAY, AUGUST 18, 2026

30± ACRES – WELLS 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, August 11, 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
30± Acres • Wells County, Indiana
Tuesday, August 18, 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, August 18, 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, August 11, 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

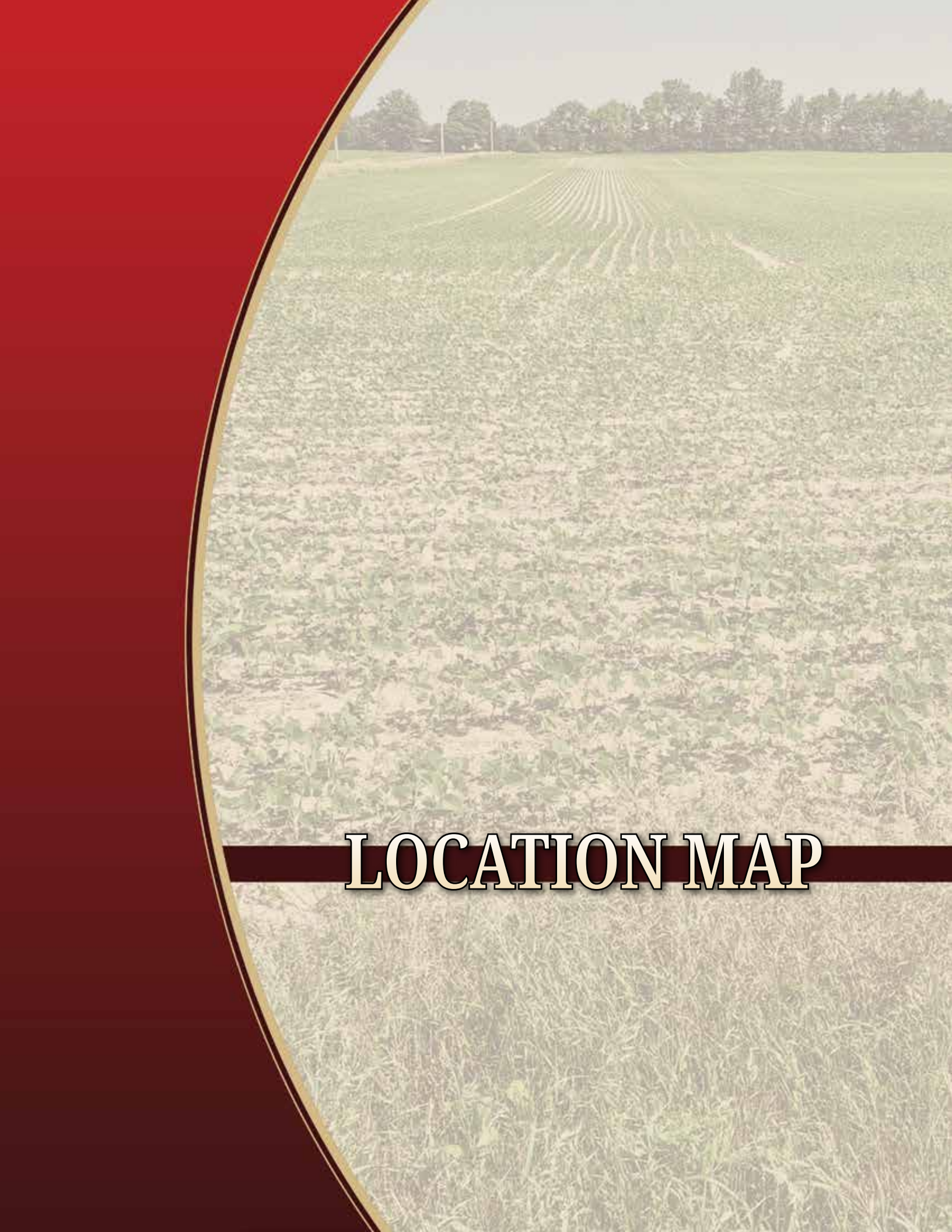
Printed Name

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:

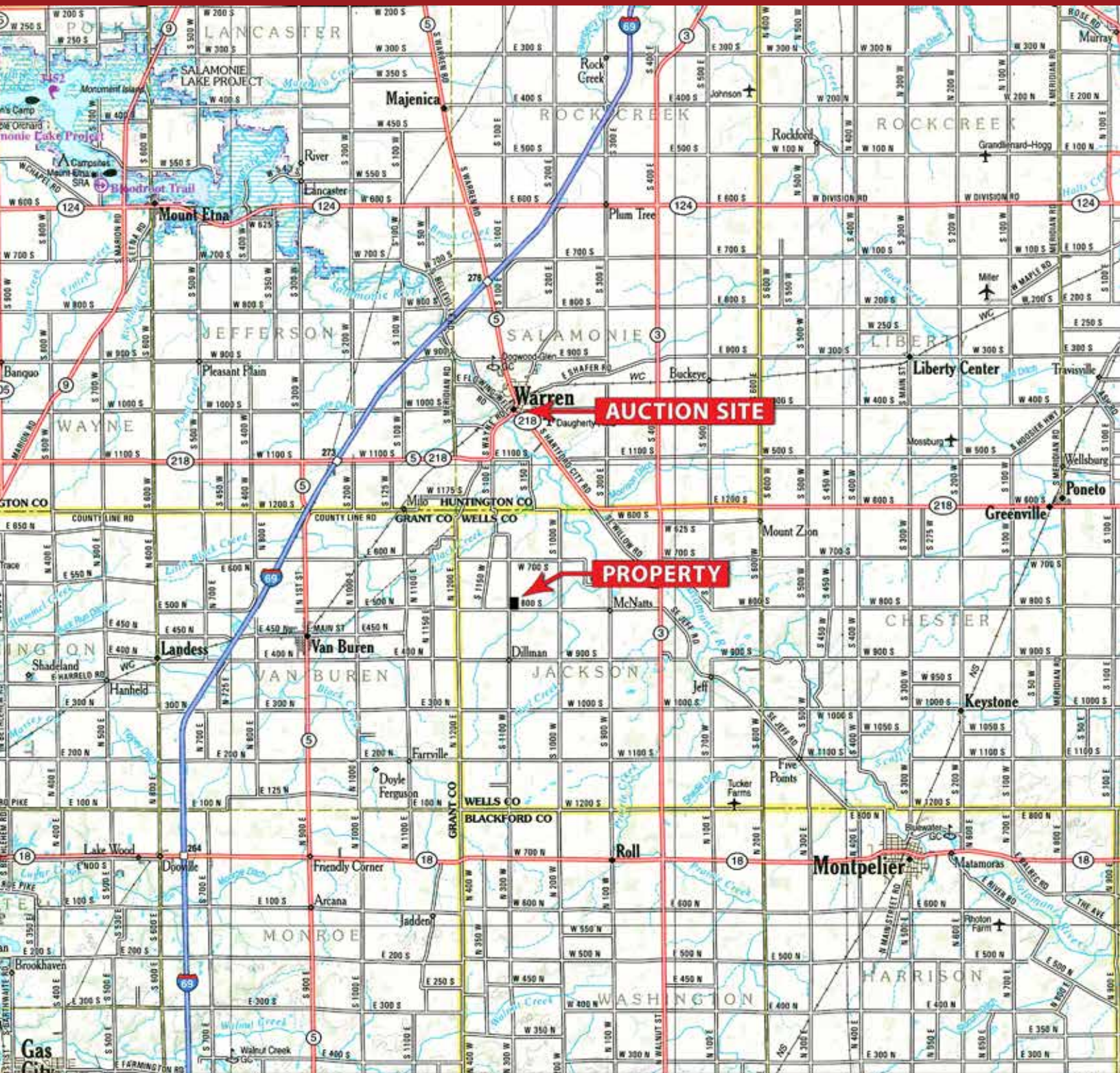
E-mail address of registered bidder: _____

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

LOCATION MAP

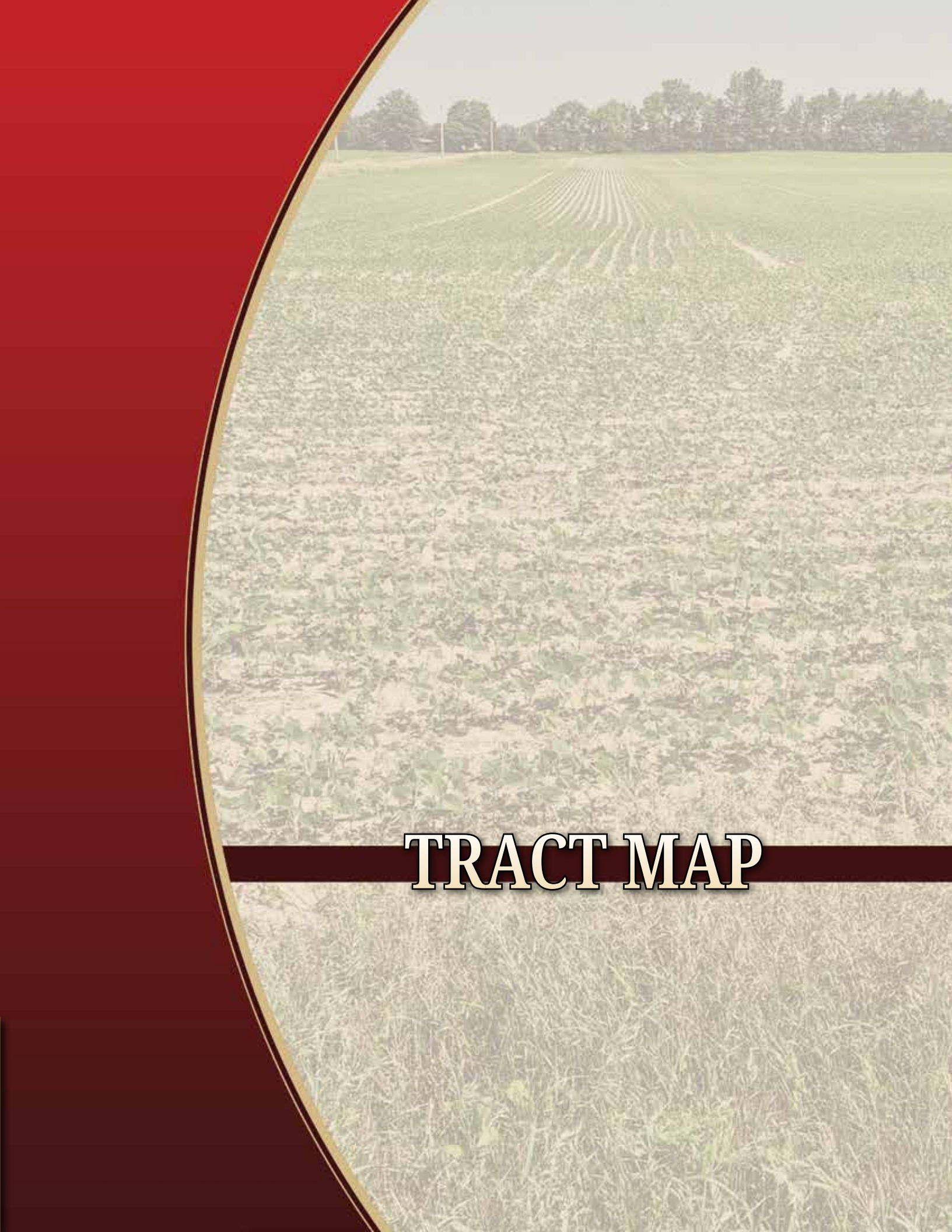


Property Location: FROM THE JUNCTION OF SR 3 AND SR 218: Travel 2 miles south on SR 3 to W 800 S. Turn west and travel 5 miles to property.

Auction Location: Knight-Bergman Center, 132 Nancy St, Warren, IN

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.



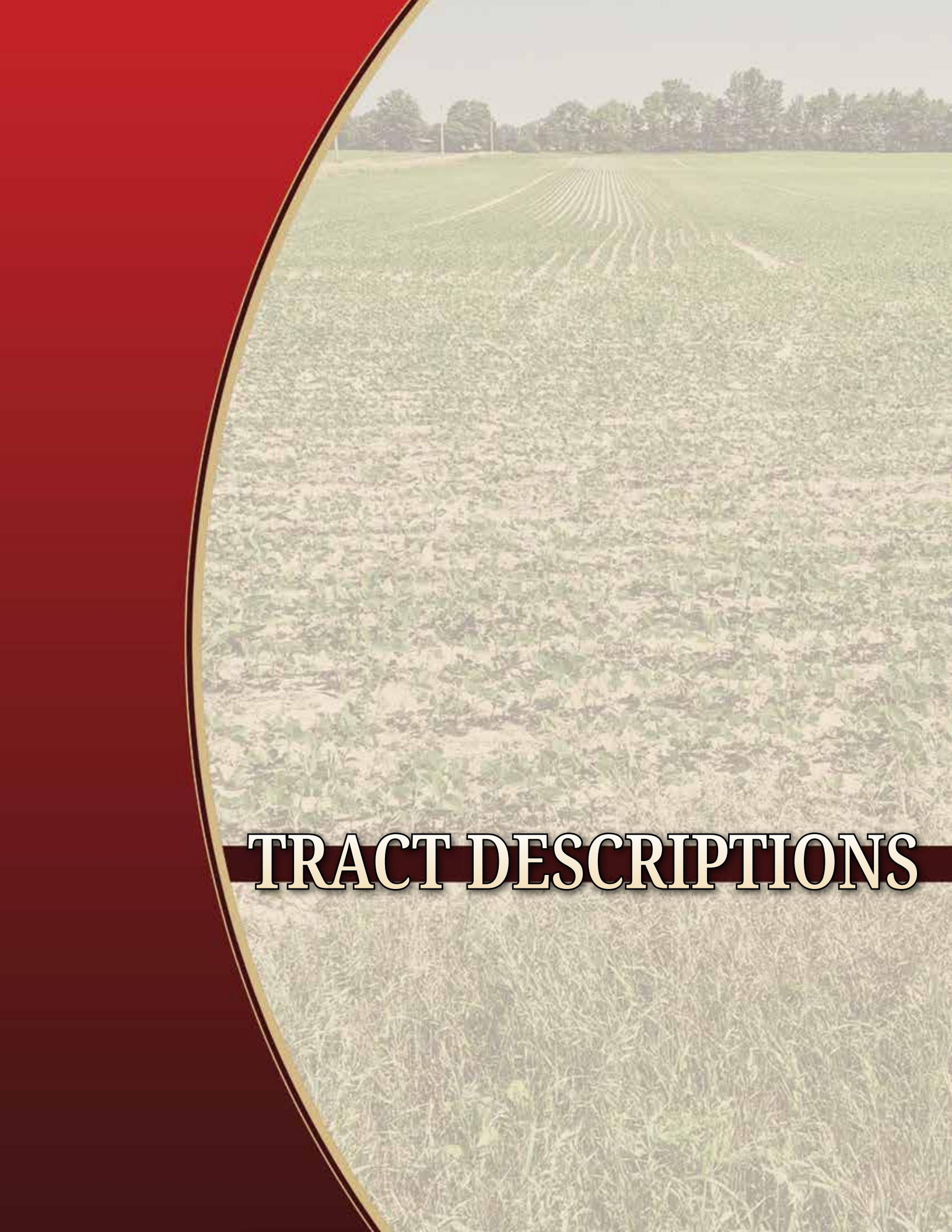


TRACT MAP

TRACT MAP



Inspection Date: Saturday, August 1 from 10:00am-Noon



TRACT DESCRIPTIONS

Tuesday, August 18

Starts at 6:00pm

*held at Knight-Bergman Center
132 Nancy St, Warren, IN*

*Buyer will receive
the fall 2026 cash
rent payment.*

30[±] acres
*Offered in 2 Tracts
Mostly Tillable*

Wells County, Indiana

LAND AUCTION

Tract #1: 15[±] Acres, 13[±] tillable acres. Frontage on W 800 S and S 1100 W. Soils are mainly Del-Rey-Blount, Glenwood and Pewamo.

Tract #2: 15[±] Acres, 14[±] tillable acres. Frontage on W 800 S. Soils are mainly Pewamo and Del-Rey-Blount.

Auction Terms & Conditions:

PROCEDURE: The property will be offered in 2 individual tracts and as a total 30[±] acre unit. There will be open bidding on all tracts and combinations during the auction as determined by the Auctioneer. Bids on tracts and the total property may compete.

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

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

DEED: Seller shall provide Trustee's Deed(s).

CLOSING: The targeted closing date will be approximately 30 days after the auction.

POSSESSION: Possession is at closing, subject to tenants rights to 2026 crops.

REAL ESTATE TAXES: Real estate taxes will be the responsibility of the Buyer(s) beginning with taxes due in Fall of 2027 and thereafter.

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: There will be no survey as the property has existing legal descriptions.

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. 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.**

Owner:

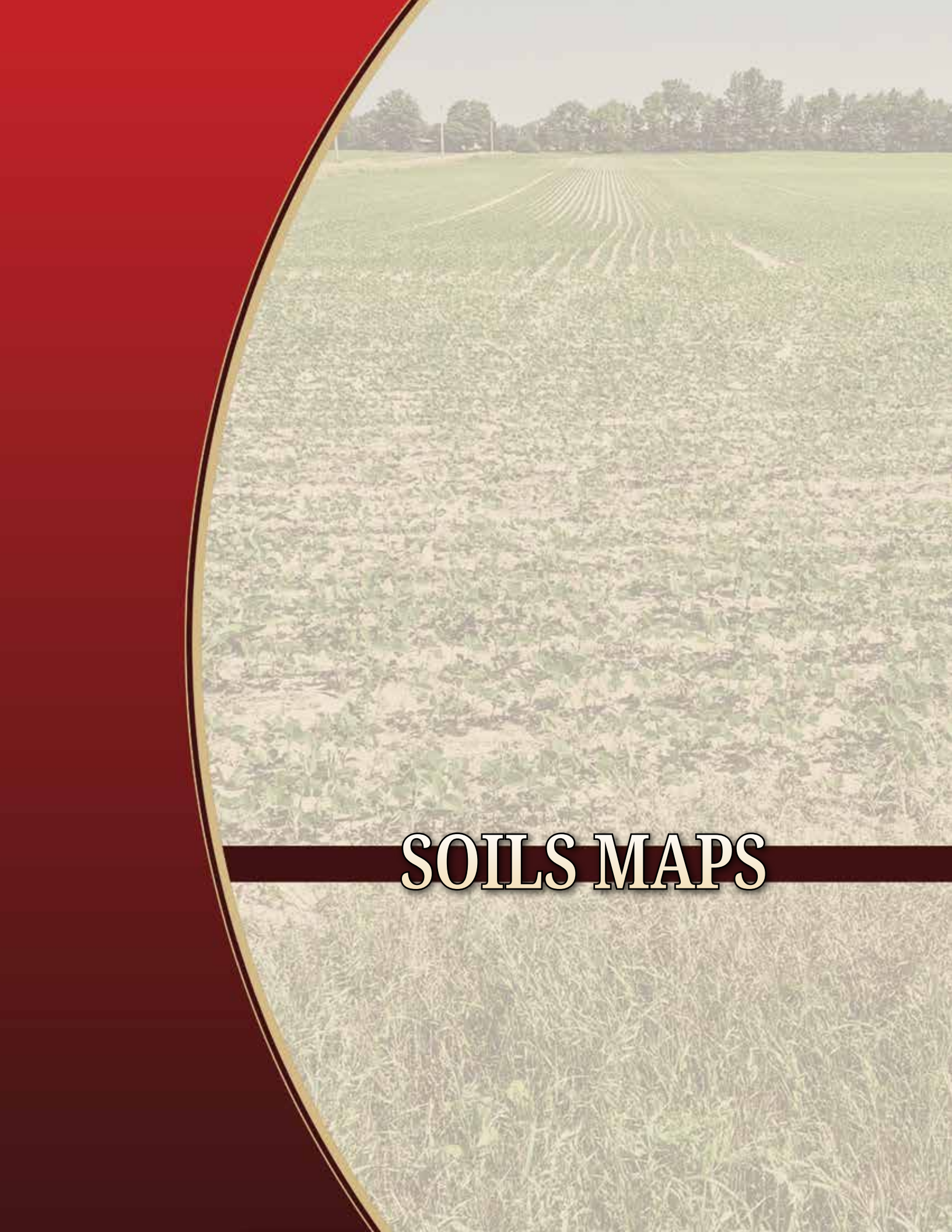
ERJ 2024 Revocable Trust,
Gary M. James, Trustee

Auction Manager:

Al Pfister • 260.760.8922



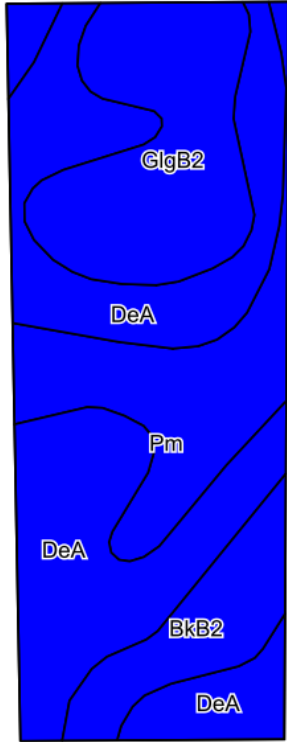
800.451.2709
SchraderAuction.com



SOILS MAPS

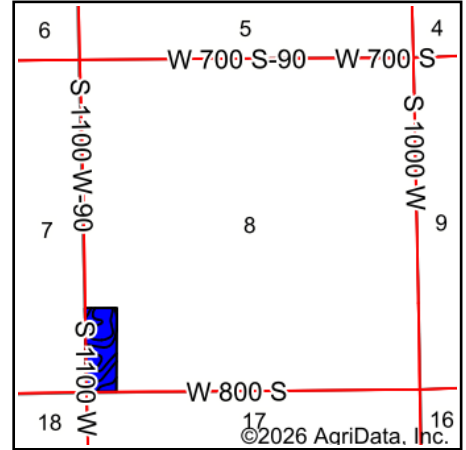
SOILS MAP

TRACT 1



©2026 AgriData, Inc.

Soils data provided by USDA and NRCS.



State: **Indiana**
 County: **Wells**
 Location: **8-25N-10E**
 Township: **Jackson**
 Acres: **15.06**
 Date: **7/6/2026**

SCHRADER
 Real Estate and Auction Company, Inc.

Maps Provided By

surety
 CUSTOMIZED ONLINE MAPPING
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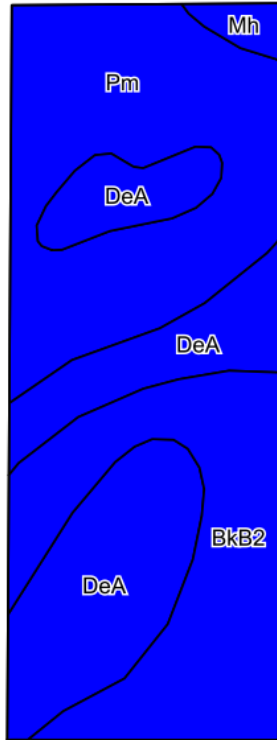


Area Symbol: IN179, Soil Area Version: 30

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Grass legume hay Tons	Grass legume pasture AUM	Pasture AUM	Soybeans Bu	Winter wheat Bu
DeA	Del Rey-Blount silt loams, 0 to 1 percent slopes	7.27	48.3%		Ilw	126	5		8	41	57
GlgB2	Glynwood silt loam, ground moraine, 1 to 4 percent slopes, eroded	3.35	22.2%		Ile	123	4	8		42	55
Pm	Pewamo silty clay loam, 0 to 1 percent slopes	2.92	19.4%		Ilw	157	5	11		47	64
Bk2	Blount-Del Rey silt loams, 1 to 4 percent slopes, eroded	1.52	10.1%		Ile	122	5		8	40	55
Weighted Average					2.00	130.9	4.8	3.9	4.7	42.3	57.7

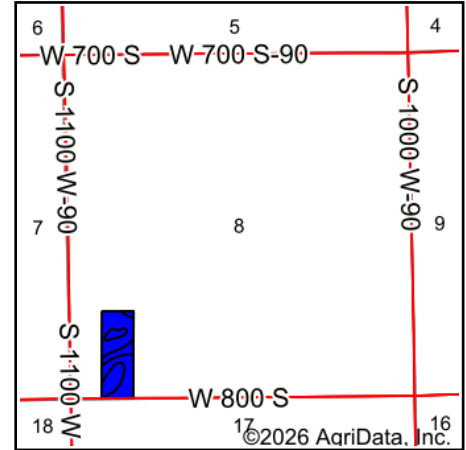
SOILS MAP

TRACT 2



©2026 AgriData, Inc.

Soils data provided by USDA and NRCS.



State: **Indiana**
 County: **Wells**
 Location: **8-25N-10E**
 Township: **Jackson**
 Acres: **14.98**
 Date: **7/6/2026**

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Maps Provided By



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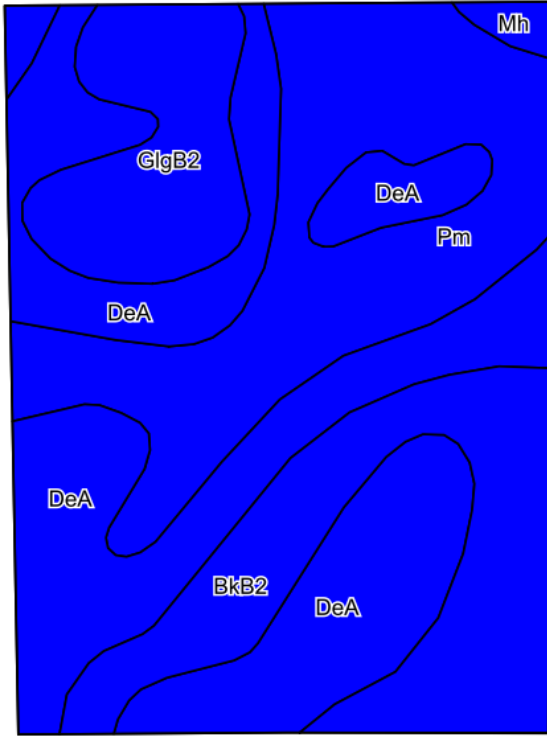
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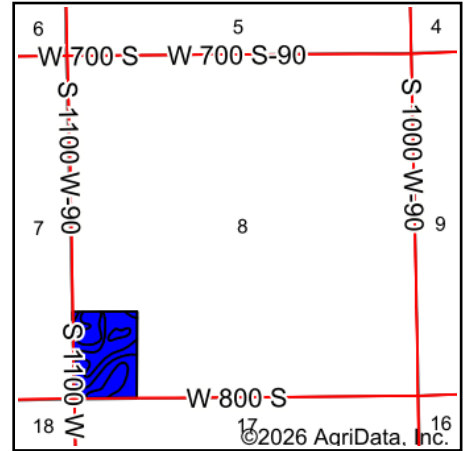
Area Symbol: IN179, Soil Area Version: 30											
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Grass legume hay Tons	Grass legume pasture AUM	Pasture AUM	Soybeans Bu	Winter wheat Bu
Pm	Pewamo silty clay loam, 0 to 1 percent slopes	5.46	36.4%		Ilw	157	5	11		47	64
DeA	Del Rey-Blount silt loams, 0 to 1 percent slopes	4.94	33.0%		Ilw	126	5		8	41	57
Bk2	Blount-Del Rey silt loams, 1 to 4 percent slopes, eroded	4.31	28.8%		Ile	122	5		8	40	55
Mh	Milford silty clay loam, 0 to 2 percent slopes	0.27	1.8%		Ilw	154	5		11	43	62
Weighted Average					2.00	136.7	5	4	5.1	42.9	59.1

SOILS MAP



©2026 AgriData, Inc.

Soils data provided by USDA and NRCS.



State: **Indiana**
 County: **Wells**
 Location: **8-25N-10E**
 Township: **Jackson**
 Acres: **30.03**
 Date: **6/29/2026**

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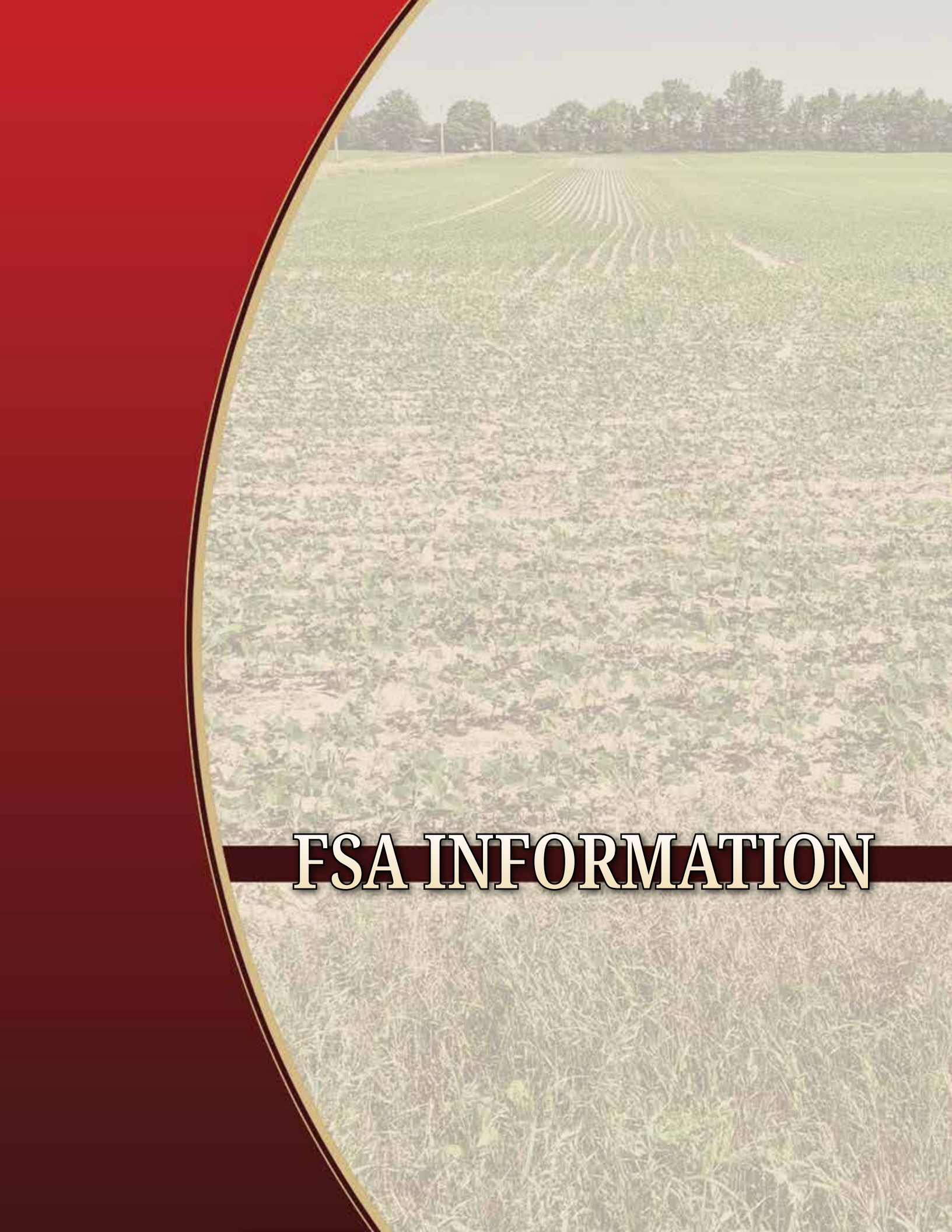
Maps Provided By

surety
 CUSTOMIZED ONLINE MAPPING
 © AgriData, Inc. 2025 www.AgriDataInc.com



Area Symbol: IN179, Soil Area Version: 30

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Grass legume hay Tons	Grass legume pasture AUM	Pasture AUM	Soybeans Bu	Winter wheat Bu
DeA	Del Rey-Blount silt loams, 0 to 1 percent slopes	12.20	40.6%		Ilw	126	5		8	41	57
Pm	Pewamo silty clay loam, 0 to 1 percent slopes	8.38	27.9%		Ilw	157	5	11		47	64
Bk2	Blount-Del Rey silt loams, 1 to 4 percent slopes, eroded	5.83	19.4%		Ile	122	5		8	40	55
GlgB2	Glynwood silt loam, ground moraine, 1 to 4 percent slopes, eroded	3.35	11.2%		Ile	123	4	8		42	55
Mh	Milford silty clay loam, 0 to 2 percent slopes	0.27	0.9%		Ilw	154	5		11	43	62
Weighted Average					2.00	133.8	4.9	4	4.9	42.6	58.4

The image shows a vast agricultural field with rows of green crops, likely corn, stretching towards a distant tree line under a clear sky. A prominent red curved border is on the left side of the frame. A dark horizontal band crosses the lower part of the image, containing the text 'FSA INFORMATION' in a white, serif font with a drop shadow.

FSA INFORMATION

FSA INFORMATION

INDIANA
WELLS

Form: FSA-156EZ

See Page 2 for non-discriminatory Statement



United States Department of Agriculture
Farm Service Agency

FARM : 9444

Prepared : 7/15/26 9:19 AM CST

Crop Year : 2026

Abbreviated 156 Farm Record

Operator Name : HILDEBRANDT, RICHARD JONES
CRP Contract Number(s) : None
Recon ID : 18-179-2022-629
Transferred From : None
ARCPLC G/I/F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
29.54	27.21	27.21	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland		Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD
0.00	0.00	27.21		0.00		0.00	0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	None	None
ARC Individual - Default	ARC County - Default	Price Loss Coverage - Default
None	WHEAT, CORN, SOYBN	None

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	1.34	0.00	51	
Corn	13.02	0.00	117	
Soybeans	12.06	0.00	41	
TOTAL	26.42	0.00		

NOTES

Tract Number : 10240

Description :
FSA Physical Location : INDIANA/WELLS
ANSI Physical Location : INDIANA/WELLS
BIA Unit Range Number :
CRP Contract Number(s) : None
HEL Status : HEL determinations not completed for all fields on the tract
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : HELEN JAMES
Other Producers : None
Recon ID : 18-179-2022-628

FSA INFORMATION

INDIANA
WELLS
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

FARM : 9444

Prepared : 7/15/26 9:19 AM CST

Crop Year : 2026

Abbreviated 156 Farm Record

Tract Land Data

Tract 10240 Continued ...

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
29.54	27.21	27.21	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	27.21	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	1.34	0.00	51
Corn	13.02	0.00	117
Soybeans	12.06	0.00	41
TOTAL	26.42	0.00	

NOTES

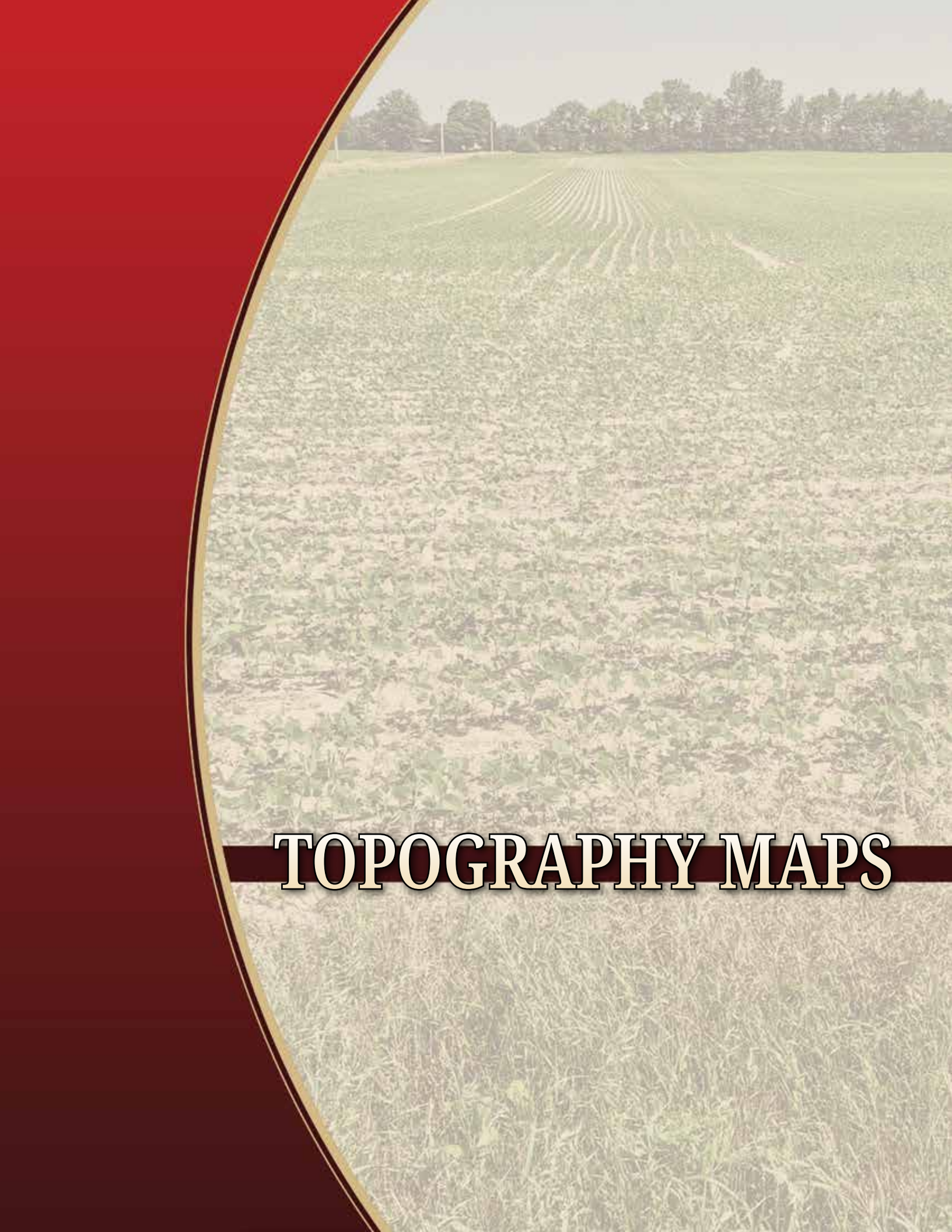
In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national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

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the State or Local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

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

FSA INFORMATION

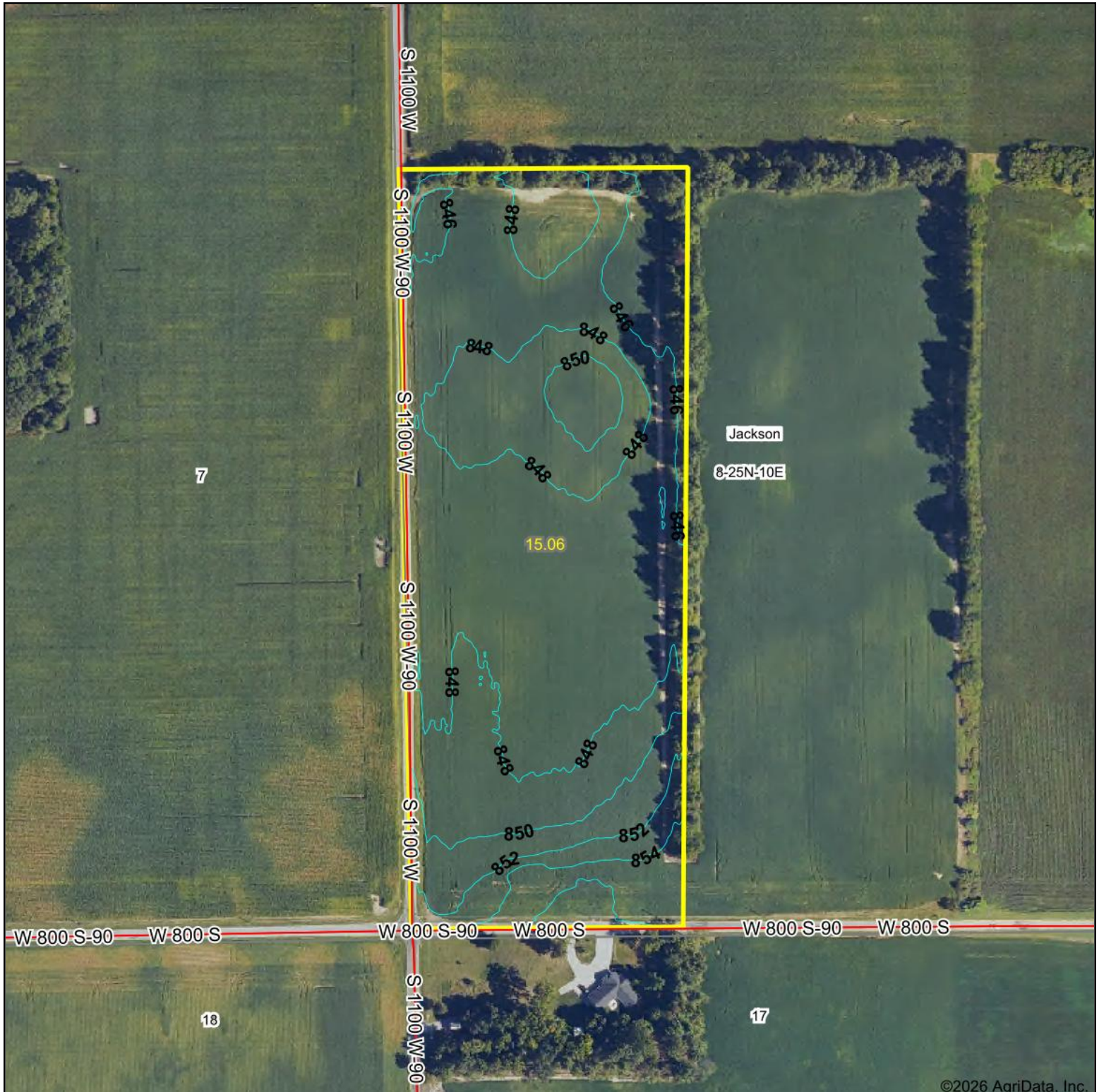




TOPOGRAPHY MAPS

TOPOGRAPHY MAP

TRACT 1



©2026 AgriData, Inc.



Maps Provided By



© AgriData, Inc. 2025

www.AgriDataInc.com

Source: USGS 1 meter dem

Interval(ft): 2.0

Min: 844.0

Max: 857.7

Range: 13.7

Average: 848.3

Standard Deviation: 2.4 ft

0ft 273ft 546ft



7/6/2026

8-25N-10E
Wells County
Indiana

Boundary Center: 40° 37' 35.69, -85° 25' 40.87

TOPOGRAPHY MAP

TRACT 2



©2026 AgriData, Inc.



Source: USGS 1 meter dem

Interval(ft): 2.0

Min: 841.3

Max: 855.6

Range: 14.3

Average: 847.4

Standard Deviation: 4.04 ft

0ft 274ft 547ft



7/6/2026

8-25N-10E
Wells County
Indiana

Boundary Center: 40° 37' 35.62, -85° 25' 34.61

Maps Provided By:



© AgriData, Inc. 2025

www.AgriDataInc.com

Field borders provided by Farm Service Agency as of 5/21/2008.

TOPOGRAPHY MAP



©2026 AgriData, Inc.



Source: USGS 1 meter dem
Interval(ft): 2.0
Min: 841.3
Max: 857.7
Range: 16.4
Average: 847.8
Standard Deviation: 3.38 ft

0ft 276ft 551ft



6/29/2026

8-25N-10E
Wells County
Indiana

Boundary Center: 40° 37' 35.64, -85° 25' 37.71

Property
RECORD CARDS

90-10-08-300-002.000-007

General Information

Parcel Number

90-10-08-300-002.000-007

Local Parcel Number

0030168900

Tax ID:

08-25-10 15.00A PT SW SW

Routing Number

M04 R25

Property Class 100

Vacant Land

Year: 2026

Location Information

County

Wells

Township

JACKSON TOWNSHIP

District 007 (Local 007)

JACKSON TOWNSHIP

School Corp 8425

SOUTHERN WELLS COMMUNITY

Neighborhood 302105-007

JACKSON TOWNSHIP PAVED

Section/Plat

08

Location Address (1)

800 S

WARREN, IN 46792

ERJ 2024 Revocable Trust

Ownership

ERJ 2024 Revocable Trust

c/o Gary M James, Trustee

204 Westwood Dr

Hartford City, IN 47348

800 S

Transfer of Ownership

Date

07/31/2024

Doc ID

20242573

Book/Page

QC /

Adj Sale Price

01/01/1900

Owner

James, Eldon Ronald /

WD /

100, Vacant Land

Notes

JACKSON TOWNSHIP PAV

1/2



Agricultural

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

2026	Assessment Year	2026	2025	2025	2024	2023
WIP	Reason For Change	AA	AA	AA	AA	AA
02/21/2026	As Of Date	04/10/2026	05/30/2025	04/13/2025	03/30/2024	03/14/2023
Indiana Cost Mod	Valuation Method	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
1.0000	Equalization Factor	1.0000	1.0000	1.0000	1.0000	1.0000
	Notice Required	☐	☒	☐	☐	☐
\$26,700	Land	\$26,700	\$26,700	\$30,100	\$28,700	\$23,900
\$0	Land Res (1)	\$0	\$0	\$0	\$0	\$0
\$26,700	Land Non Res (2)	\$26,700	\$26,700	\$30,100	\$28,700	\$23,900
\$0	Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
\$0	Improvement	\$0	\$0	\$0	\$0	\$0
\$0	Imp Res (1)	\$0	\$0	\$0	\$0	\$0
\$0	Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
\$0	Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
\$26,700	Total	\$26,700	\$26,700	\$30,100	\$28,700	\$23,900
\$0	Total Res (1)	\$0	\$0	\$0	\$0	\$0
\$26,700	Total Non Res (2)	\$26,700	\$26,700	\$30,100	\$28,700	\$23,900
\$0	Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

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

Land Type	Pricing Method	Soil ID	Act Front.	Size	Factor	Rate	Adj. Rate	Ext. Value	Infl. %	Market Factor	Cap 1	Cap 2	Cap 3	Value
4 A	BKB2	0	1.27	0.89	\$2,120	\$1,887	\$2,396	0%	1.0000	0.00	100.00	0.00	0.00	\$2,400
4 A	DEA	0	6.78	0.89	\$2,120	\$1,887	\$12,794	0%	1.0000	0.00	100.00	0.00	0.00	\$12,790
4 A	GNB	0	3.43	0.77	\$2,120	\$1,632	\$5,598	0%	1.0000	0.00	100.00	0.00	0.00	\$5,600
4 A	PM	0	2.5	1.11	\$2,120	\$2,353	\$5,883	0%	1.0000	0.00	100.00	0.00	0.00	\$5,880
82 A		0	1.02	1.00	\$2,120	\$2,120	\$2,162	-100%	1.0000	0.00	100.00	0.00	0.00	\$0

Market Model

N/A

Characteristics

Topography

Level, Rolling

Flood Hazard

☐

Public Utilities

Electricity

ERA

☐

Streets or Roads

Paved

TIF

☐

Neighborhood Life Cycle Stage

Other

Printed

Monday, April 27, 2026

Review Group 2023

Collector 09/29/2023

Nexus

Appraiser

Land Computations	
Calculated Acreage	15.00
Actual Frontage	0
Developer Discount	☐
Parcel Acreage	15.00
81 Legal Drain NV	0.00
82 Public Roads NV	1.02
83 UT Towers NV	0.00
84 Solar Energy Land	0.00
9 Homesite	0.00
91/92 Acres	0.00
Total Acres Farmland	13.98
Farmland Value	\$26,670
Measured Acreage	13.98
Avg Farmland Value/Acre	1908
Value of Farmland	\$26,670
Classified Total	\$0
Farm / Classified Value	\$26,700
Homesite(s) Value	\$0
91/92 Value	\$0
Supp. Page Land Value	
CAP 1 Value	\$0
CAP 2 Value	\$26,700
CAP 3 Value	\$0
Total Value	\$26,700

90-10-08-300-004.000-007

General Information

Parcel Number
90-10-08-300-004.000-007
Local Parcel Number
0030169001

Tax ID:

08-25-10 14.9910A MID PT SW SW

Routing Number
M04 R26

Property Class 100
Vacant Land

Year: 2026

Location Information

County
Wells
Township
JACKSON TOWNSHIP
District 007 (Local 007)
JACKSON TOWNSHIP

School Corp 8425
SOUTHERN WELLS COMMUNITY

Neighborhood 302105-007
JACKSON TOWNSHIP PAVED

Section/Plat
08

Location Address (1)
800 S
WARREN, IN 46792

Zoning

Subdivision

Lot

Market Model
N/A

Characteristics

Topography
Level, Rolling
Public Utilities
Electricity
Streets or Roads
Paved
Neighborhood Life Cycle Stage
Other

Monday, April 27, 2026

Review Group 2023

ERJ 2024 Revocable Trust

Ownership

ERJ 2024 Revocable Trust
c/o Gary M James, Trustee
204 Westwood Dr
Hartford City, IN 47348

Legal
08-25-10 14.9910A MID PT SW SW

800 S

100, Vacant Land

JACKSON TOWNSHIP PAV

1/2

Transfer of Ownership

Date
07/31/2024
03/07/1995
01/01/1900
Owner
ERJ 2024 Revocable T
James, Eldon Ronald /
JAMES, EVALYN M
Doc ID
20242573
0
WD
Code
QC
WD
Book/Page
Adj Sale Price
/

Notes



Agricultural

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

2026	Assessment Year	2026	2025	2025	2024	2023
WIP	Reason For Change	AA	AA	AA	AA	AA
02/21/2026	As Of Date	04/10/2026	05/30/2025	04/13/2025	03/30/2024	03/14/2023
Indiana Cost Mod	Valuation Method	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
1.0000	Equalization Factor	1.0000	1.0000	1.0000	1.0000	1.0000
	Notice Required	☐	☒	☐	☐	☐
\$30,600	Land	\$30,600	\$30,600	\$34,500	\$32,900	\$27,400
\$0	Land Res (1)	\$0	\$0	\$0	\$0	\$0
\$30,600	Land Non Res (2)	\$30,600	\$30,600	\$34,500	\$32,900	\$27,400
\$0	Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
\$0	Improvement	\$0	\$0	\$0	\$0	\$0
\$0	Imp Res (1)	\$0	\$0	\$0	\$0	\$0
\$0	Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
\$0	Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
\$30,600	Total	\$30,600	\$30,600	\$34,500	\$32,900	\$27,400
\$0	Total Res (1)	\$0	\$0	\$0	\$0	\$0
\$30,600	Total Non Res (2)	\$30,600	\$30,600	\$34,500	\$32,900	\$27,400
\$0	Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

Land Data (Standard Depth: Res 120', CI 120' Base Lot: Res 0' X 0', CI 0' X 0')									
Land Type	Pricing Method	Soil ID	Act Front.	Size	Factor	Rate	Adj. Rate	Ext. Value	Inf. %
4 A	A	BKB2	0	3.65	0.89	\$2,120	\$1,887	\$6,888	0%
4 A	A	DEA	0	5.13	0.89	\$2,120	\$1,887	\$9,680	0%
4 A	A	MH	0	.24	1.15	\$2,120	\$2,438	\$585	0%
4 A	A	PM	0	5.701	1.11	\$2,120	\$2,353	\$13,414	0%
82 A	A		0	.27	1.00	\$2,120	\$2,120	\$572	-100%

Land Computations	
Calculated Acreage	14.99
Actual Frontage	0
Developer Discount	☐
Parcel Acreage	14.99
81 Legal Drain NV	0.00
82 Public Roads NV	0.27
83 UT Towers NV	0.00
84 Solar Energy Land	0.00
9 Homesite	0.00
91/92 Acres	0.00
Total Acres Farmland	14.72
Farmland Value	\$30,570
Measured Acreage	14.72
Avg Farmland Value/Acre	2077
Value of Farmland	\$30,580
Classified Total	\$0
Farm / Classified Value	\$30,600
Homesite(s) Value	\$0
91/92 Value	\$0
Supp. Page Land Value	
CAP 1 Value	\$0
CAP 2 Value	\$30,600
CAP 3 Value	\$0
Total Value	\$30,600

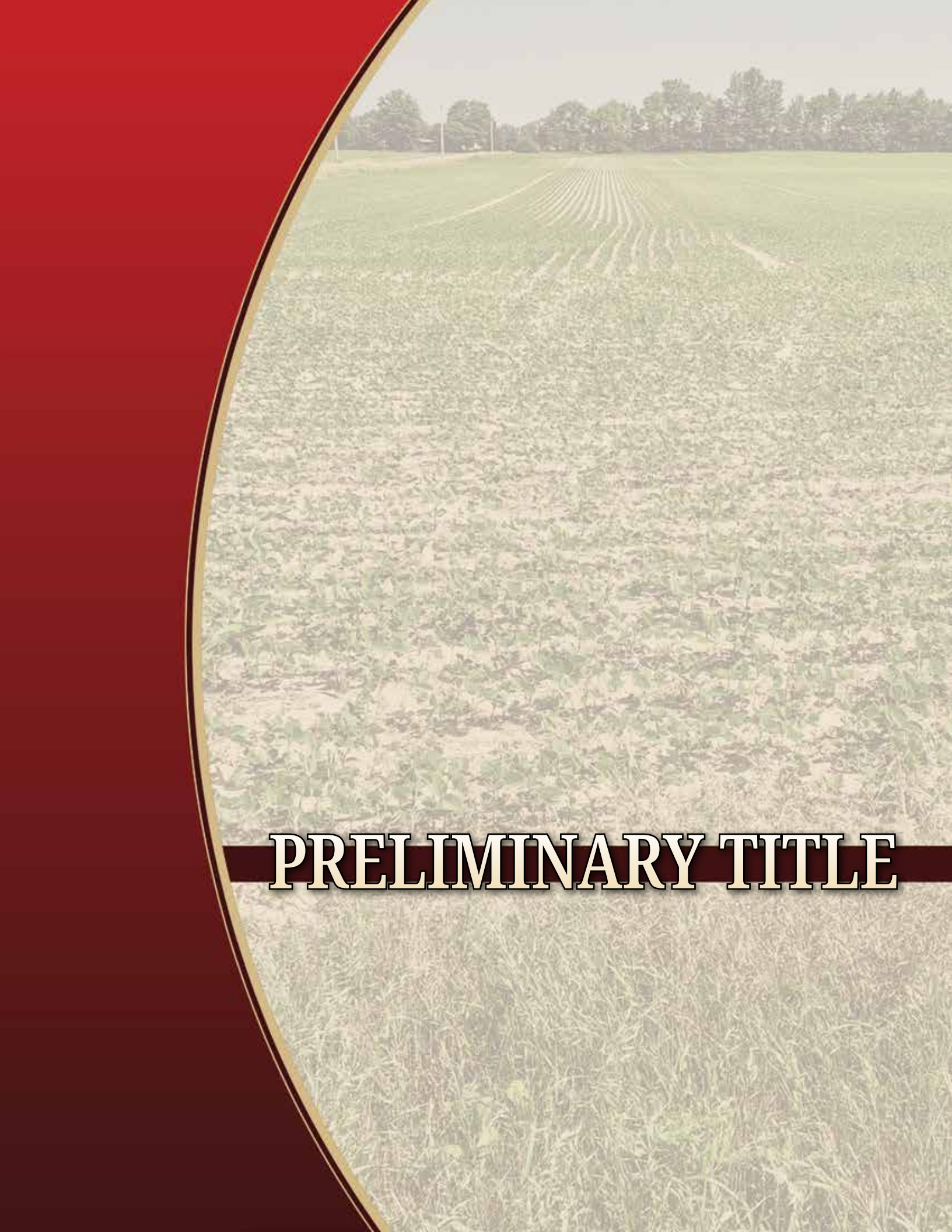
Appraiser

Nexus

Data Source External Only

Collector 09/29/2023

Review Group 2023



PRELIMINARY TITLE

PRELIMINARY TITLE



First American

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

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

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

Issuing Agent: Metropolitan Title of Indiana, LLC

Issuing Office: 9604 Coldwater Road, Suite 105, Fort Wayne, IN 46825

Issuing Office File Number: 4035-287708

Property Address: 800 S, Warren, IN 46792

Revision Number:



SCHEDULE A

1. Commitment Date: July 03, 2026 at 8:00 a.m.
2. Policy to be issued:
 - a. ALTA® Standard Owner's Policy
Proposed Insured: To Be Determined
Proposed Amount of Insurance: \$500.00
The estate or interest to be insured: See Item 3 below
 - b. ALTA® Standard Loan Policy
Proposed Insured: TBD - Lender and each successor and/or assign that is defined as an Insured in the Conditions.
Proposed Amount of Insurance: \$500.00
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:

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

Gary M. James, Trustee of the ERJ 2024 Revocable Trust dated July 31, 2024
5. The Land is described as follows:

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

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Commitment for Title Insurance
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Tract 1:

Part of the southwest quarter of the southwest quarter of Section 8, Township 25 North, Range 10 east, in Jackson Township, Wells County, Indiana, and being more particularly described as follows:

Commencing at the southwest corner of said southwest quarter (iron pin found); thence north 90 degrees 00 minutes 00 seconds east (bearing assumed) on and along the section line 493.55 feet to the point of beginning of this description; thence continuing north 90 degrees 00 minutes 00 seconds east on and along said section line 493.55 feet; thence north 00 degrees 28 minutes 39 seconds west, 1322.10 feet; thence north 89 degrees 58 minutes 30 seconds west 494.24 feet; thence south 00 degrees 30 minutes 26 seconds east, 1322.32 feet to the point of beginning of this description, containing in all 14.9910 acres, more or less.

Tract 2:

Thirty (30) rods of even width off of the west side of the Southwest Quarter of the Southwest Quarter of Section Eight (8) in Township Twenty Five (25) North, Range Ten (10) East, containing Fifteen (15) acres, more or less.

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PRELIMINARY TITLE



First American

Commitment for Title Insurance
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SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

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

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

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11. Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmative statement: "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name)." See Indiana Code 36-2-11-15.
12. By virtue of I.C. 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the Closing Disclosure and/or Settlement Statement as TIEFF (Title Insurance Enforcement Fund Fee) Charge.
13. Note: Effective July 1, 2013 Senate Enrolled Act 370 (P.L. 80-2013) requires title insurance companies to charge a fee for closing protection letters in real estate transaction in which the title insurance company or its authorized agent acts as the settlement agent. Residential transactions, the closing protection letters are mandatory and must be issued to each party.

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PRELIMINARY TITLE



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

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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not recorded in the Public Records.
3. Easements or claims of easements, not recorded in the Public Records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not recorded in the Public Records.
6. Any reappraisal, adjustment, and/or escape taxes which may become due by virtue of any action of the Tax Assessor, Tax Collector, or Board of Equalization.
7. Taxes or special assessments which are not shown as existing liens by the Public Records.
8. All taxes for the year (year of closing) and subsequent years, which are liens, but are not yet due and payable.
9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

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PRELIMINARY TITLE



First American

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

10. Real estate taxes assessed for the year 2025 are due in two installments payable May 10, 2026 and November 10, 2026:

Parcel No.: 90-10-08-300-004.000-007 (Tract 1)

May Installment of \$159.67 shows paid

November Installment of \$159.67 shows unpaid

Tax Year:	Current Year 2025 due 2026
Land:	\$30,600.00
Improvements:	\$0
Homeowners Exemption:	\$0
Supplemental Homestead:	\$0
Other Exemption:	\$1,836.00-2% Deduction

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

Taxes for the year 2026 due in May and November, 2027.

11. Annual assessment for the maintenance of Owl Creek (90-10-08-300-004.000-007) due May 10, 2026, in the amount of \$18.74 shows paid.
Note: Subsequent assessments as required.

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

12. Real estate taxes assessed for the year 2025 are due in two installments payable May 10, 2026 and November 10, 2026:

Parcel No.: 90-10-08-300-002.000-007 (Tract 2)

May Installment of \$139.32 shows paid

November Installment of \$139.32 shows unpaid

Tax Year:	Current Year 2025 due 2026
Land:	\$26,700.00
Improvements:	\$0
Homeowners Exemption:	\$0
Supplemental Homestead:	\$0
Other Exemption:	\$1,602.00-2% Deduction

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

Taxes for the year 2026 due in May and November, 2027.

13. Owl Creek Drainage/Ditch Assessment: Parcel No.: 90-10-08-300-002.000-007 For the year: 2026; May installment of \$9.00 shows paid; November installment of \$9.00 shows unpaid.
14. McClelland, Geo. Drainage/Ditch Assessment: Parcel No.: 90-10-08-300-002.000-007 For the year: 2026; May installment of \$12.50 shows paid; November installment of \$12.50 shows unpaid.
15. The Company must be provided with the Certificate of Trust and any amendments thereto authorizing this transaction and identifying the current trustee(s). Additional requirements, if deemed necessary, may be made after review of the Certificate of Trust.
16. Easement for power lines/tree trimming granted to Huntington County Rural Electric Membership Corporation as recorded May 21, 1938 in Miscellaneous Record 33, page 568.
17. Rights of drainage, unobstructed flow, access, and maintenance rights in and to any drainage tiles, ditches, feeders, and laterals, creeks, streams, and any legal drains as set forth in IC 36-9-27-33.
18. Rights of the public, the State of Indiana and the municipality in and to that part of the land, if any, taken or used for road purposes, including utility right of way.
19. Rights of tenants, if any, under any unrecorded leases, including the right to grow, harvest, cultivate, maintain, sell & store any and all crops, timber and /or feed that was or is being grown, withdrawn or harvested on the Land.

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20. Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.

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

ALTA COMMITMENT FOR TITLE INSURANCE

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

NOTICE

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

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

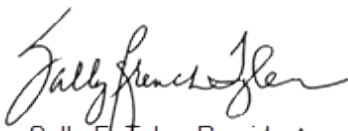
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

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

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

FIRST AMERICAN TITLE INSURANCE COMPANY


Sally F. Tyler, President


William J. Aulbert, Secretary

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PRELIMINARY TITLE



First American

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

COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

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

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- g. a counter-signature by the Company or its issuing agent that may be in electronic form.
- 4. COMPANY'S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
- 5. LIMITATIONS OF LIABILITY**
- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
 - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

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- 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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PRELIMINARY TITLE



First American Title™

Privacy Notice (2026 First American Financial Corporation) - English
Adopted (1-1-26)

Privacy Notice

Last Updated and Effective Date: December 1, 2025

First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") describe in our full privacy notice ("Notice"), which can be found at <https://www.firstam.com/privacy-policy/>, how we collect, use, store, sell or share your personal information when: (1) you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Notice is posted ("Sites"); (2) you use our products and services ("Services"); (3) you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); (4) we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties"); and (5) you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services ("B2B"). This shortened form of the Notice describes some of the terms contained in the full Privacy Notice. Personal information is sometimes also referred to as personal data, personally identifiable information or other like terms to mean any information that directly or indirectly identifies you or is reasonably capable of being associated with you or your household. However, certain types of information are not personal information and thus, not within the scope of our Notice, such as: (1) publicly available information; and (2) de-identified and aggregated data that is not capable of identifying you. If we use de-identified or aggregated data, we commit to maintain and use the information in a non-identifiable form and not attempt to reidentify the information, unless required or permitted by law.

This Notice applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that this Notice does **not** apply to any information we collect from job candidates and employees. Our employee and job candidate privacy notice can be found [here](#).

What Type Of Personal Information Do We Collect About You? We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Personal Information? We collect your personal information: (1) directly from you; (2) automatically when you interact with us; and (3) from other parties, including business parties and affiliates.

How Do We Use Your Personal Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, complying with relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Disclose Your Personal Information? We may disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; and (3) for legal process and protection. Although we do not "sell" your information in the traditional sense, the definition of "sale" is broad under the CCPA that some disclosures of your information to third parties may be considered a "sale" or "sharing" for targeted advertising. To learn more about how we disclose your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Personal Information? The security of your personal information is important to us. We take all commercially reasonable steps to make sure your personal information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

How Long Do We Keep Your Personal Information? We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

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First American Title™

**Privacy Notice (2026 First American Financial Corporation) - English
Adopted (1-1-26)**

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with the Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

Changes to Our Notice: We may change the Notice from time to time. Any and all changes to the Notice will be reflected on this page and in the full Notice, and where appropriate provided in person or by another electronic method.

YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE NOTICE.

For California Residents If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations. To learn more, please visit <https://www.firstam.com/privacy-policy/>.

Contact Us: dataprivacy@firstam.com or toll free at 1-866-718-0097.



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