

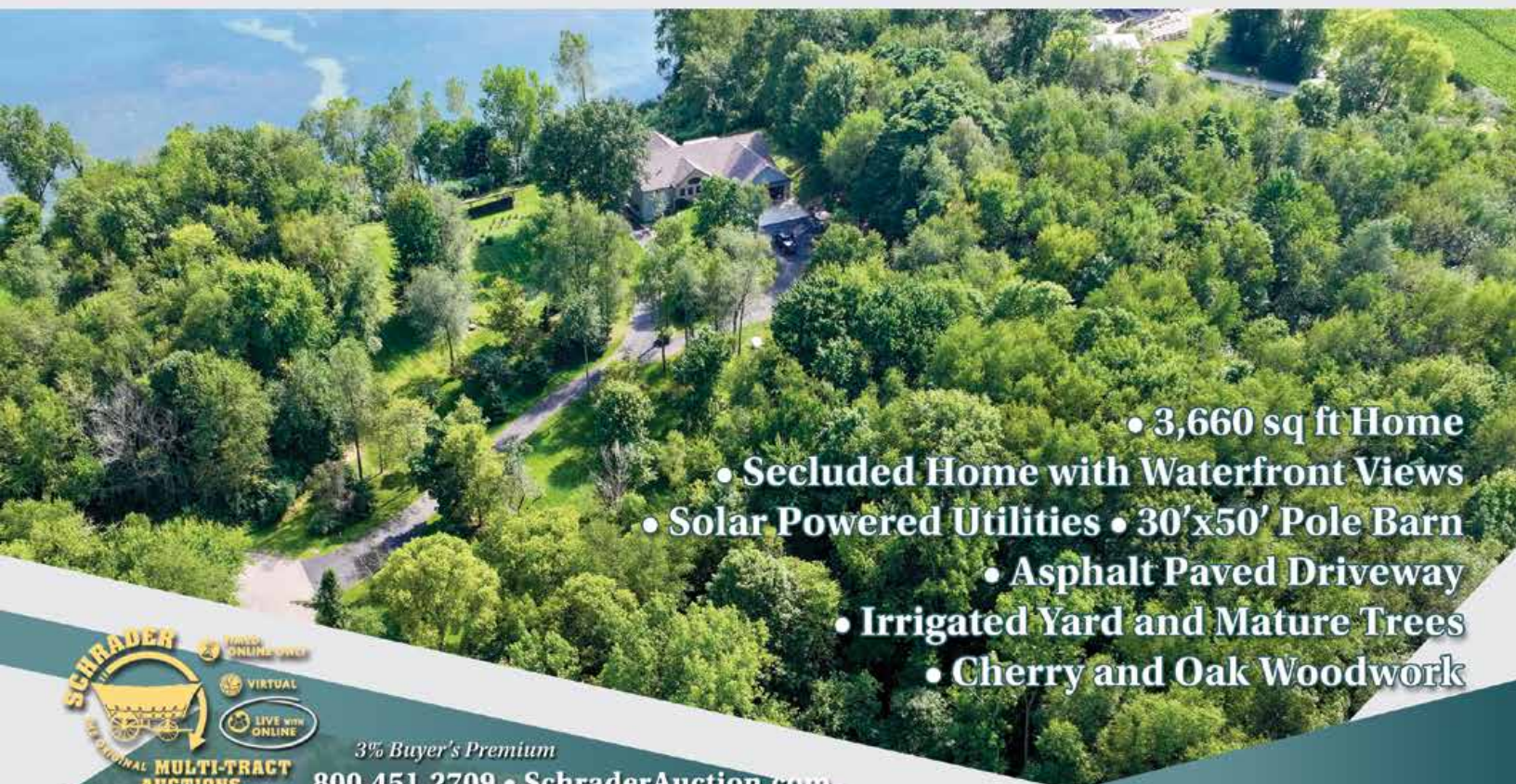
LaGrange County, IN

Auction Held Onsite: 7050 S 405 E, Wolcottville, IN 46795

Custom-Built Home AUCTION



INFORMATION BOOKLET



- 3,660 sq ft Home
- Secluded Home with Waterfront Views
- Solar Powered Utilities • 30'x50' Pole Barn
- Asphalt Paved Driveway
- Irrigated Yard and Mature Trees
- Cherry and Oak Woodwork



3% Buyer's Premium

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.

SELLER: Edward and Tonda Prince

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

Daniel James Days, RB22000867

Dean G. Rummel, RB14052473, AU08801377

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 & CONDITIONS:

PROCEDURE: The property will be offered in 1 individual tract. There will be open bidding during the auction as determined by the Auctioneer.

DOWN PAYMENT: 5% down payment on the day of auction. 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.

BUYER'S PREMIUM: A 3% buyer's premium will be added to the final bid price & included in the contract purchase price.

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.

DEED: Seller shall provide Warranty Deed.

CLOSING: The balance of the real estate purchase price is due at closing, which will take place on or before 30 days after auction.

POSSESSION: Possession is at closing.

REAL ESTATE TAXES: Taxes will be prorated to the day of the closing and will be the responsibility of the seller. Buyer will be responsible for all taxes thereafter.

CO-BROKERAGE: Schrader Auction will offer a 1% commission to real es-

tate agents if their buyer is the successful bidder. The agents must preregister for the auction ahead of time and inform the sale managers of the situation. *COMMISSION WILL ONLY BE PAID TO AGENT OF SUCCESSFUL BIDDERS.*

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: The Seller shall provide a new survey where there is no existing legal description or where new boundaries are created by the tract divisions in this auction. Any need for a new survey shall be determined solely by the Seller. Seller and successful bidder shall each pay half (50:50) of the cost of the survey. The type of survey performed shall be at the Seller's option and sufficient for providing title insurance. Combination purchases will receive a perimeter survey only.

AGENCY: Schrader Real Estate & 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.

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**For Information Call Auction Managers:
Daniel Days, 260-233-1401 & Dean Rummel, 260-343-8511**



REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

WEDNESDAY, OCTOBER 21, 2026

5± ACRES – LAGRANGE 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, October 14, 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
5± Acres • LaGrange County, Indiana
Wednesday, October 21, 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, October 21, 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, October 14, 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

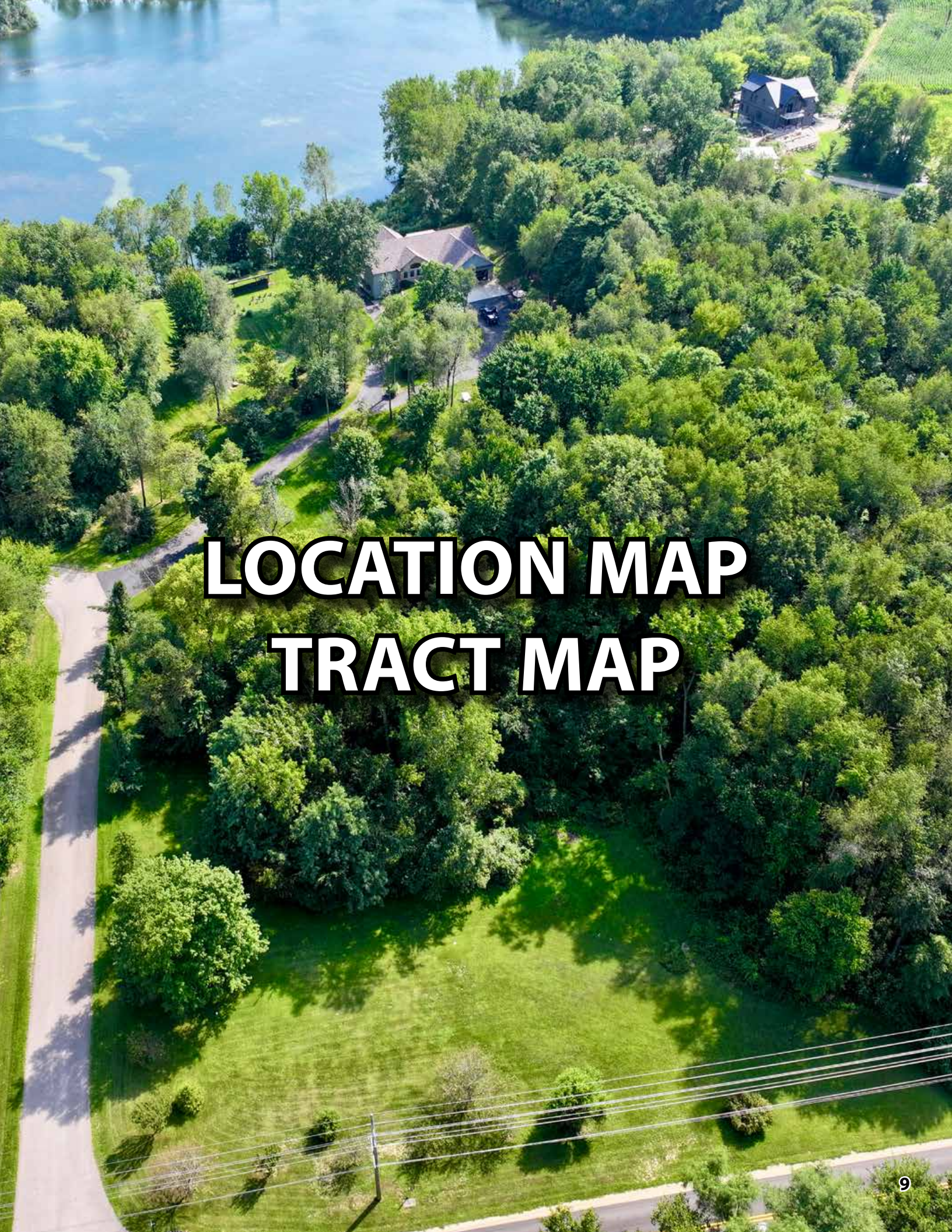
Printed Name

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: _____

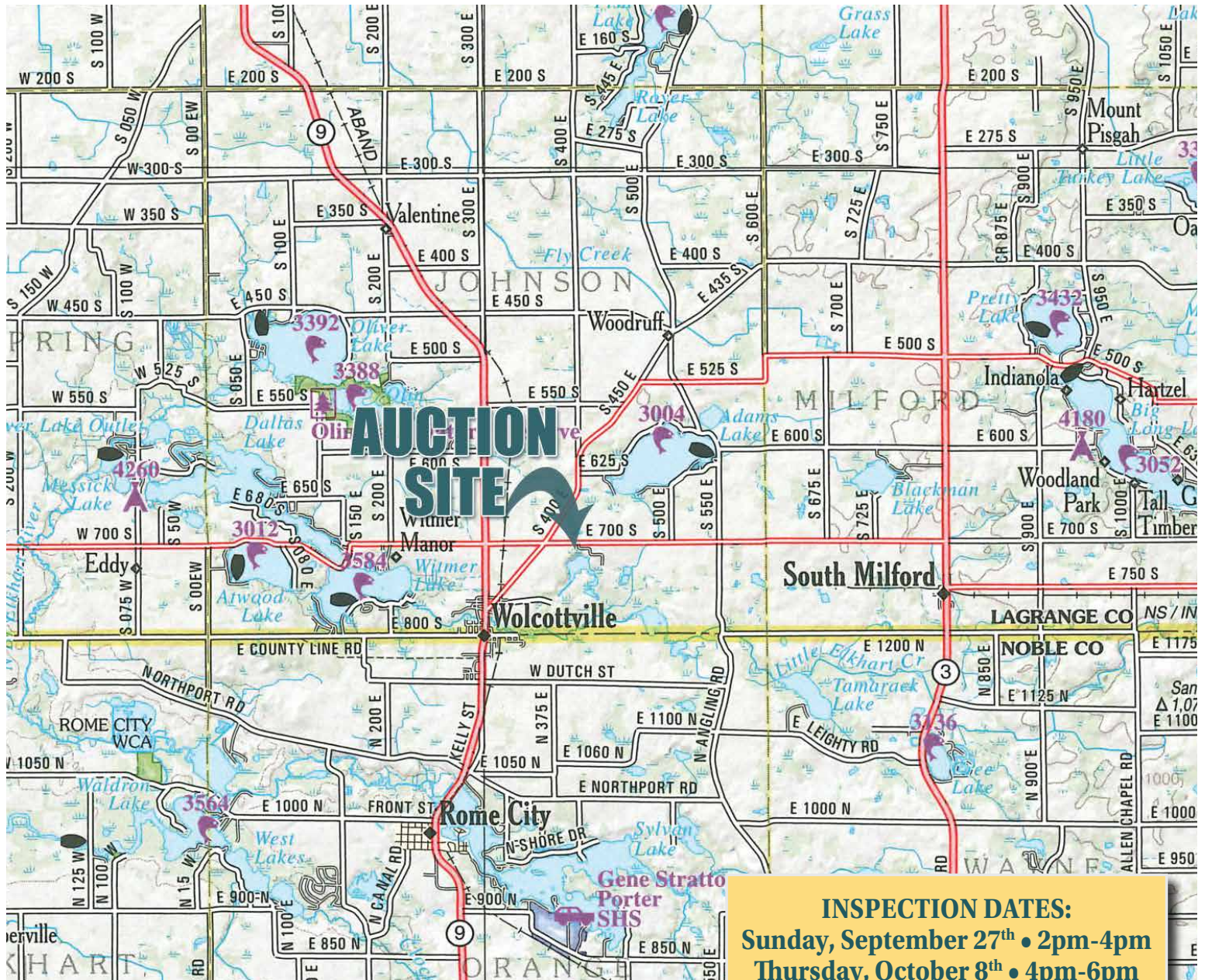
Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to:
kevin@schraderauction.com or call Kevin Jordan at 260-244-7606.

An aerial photograph of a residential property. In the upper left, a body of water (lake or river) is visible. The property is mostly covered in dense green trees. A house with a brown roof is situated in the upper middle. A paved road or driveway runs along the left side of the property. In the foreground, there is a large, open grassy area. At the bottom of the image, there are power lines and a road.

LOCATION MAP

TRACT MAP

LOCATION MAP



INSPECTION DATES:
Sunday, September 27th • 2pm-4pm
Thursday, October 8th • 4pm-6pm

AUCTION HELD ONSITE!

Address & Directions to Property:

7050 S 405 E, Wolcottville, IN 46795. Take SR 9 north out of Wolcottville for 1 mile and arrive at East 700 S. Turn and head east for 1 mile and arrive at South 405 E, turn right and the property is located on the west side of the road.

TRACT MAP



5± acres and a 3,660 sq. ft. home, supporting 3 bedrooms and 3 bathrooms. Property also contains a 30'x50' insulated pole barn.

General Property Description: Truly one of a kind! This stunning 3,660 sq. ft., custom-built home on 5± acres in LaGrange County, Indiana offers a level of design and natural beauty that is exceptionally rare in today's market. Built in 2010 with no expense spared, this property delivers a stunning, secluded home with waterfront views and privileged water access.

The home's construction sets it apart from the start. All 2x6 wall framing and custom cherry and oak woodwork throughout speak to the quality and attention to detail that defines this property. The main level features an open and continuous living and dining room, with vaulted ceilings that flow naturally into a beautiful sitting room surrounded by windows, framing breathtaking waterfront views from every angle. The kitchen has an abundance of cabinet space and a walk-in pantry. Quartz countertops and stainless appliances round out the stunning modern design.

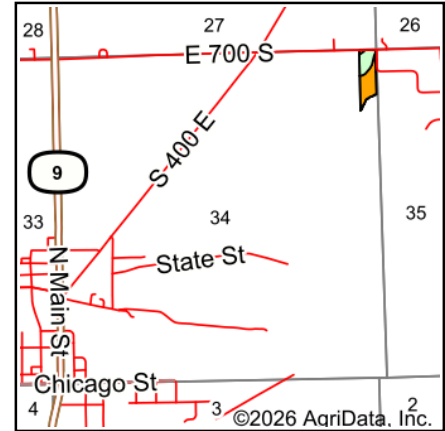
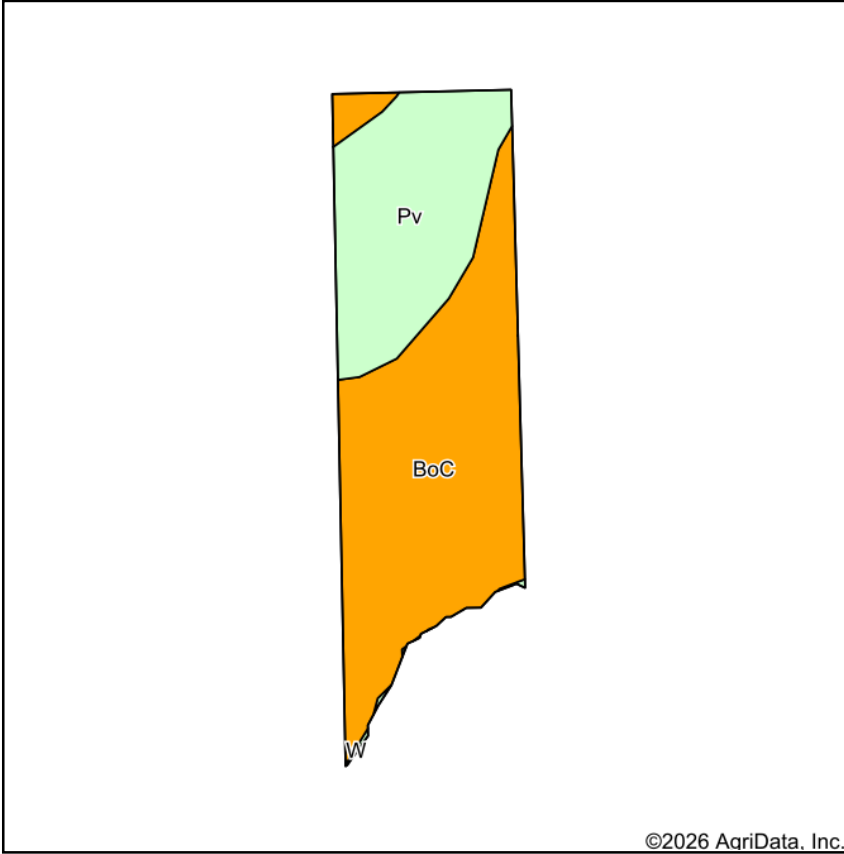
The main floor master suite offers a private walk-out deck with stunning water views and an ensuite bathroom complete with a large walk-in tile shower. The full walkout basement provides additional living space, utility access, and room for storage, rounding out the spacious home.

An open system geothermal heating system provides efficient heating and cooling, while a solar power banking system powers the entire property — keeping utility costs remarkably low. A new roof was installed in 2025. Outside, the asphalt paved driveway leads through a meticulously maintained, irrigated yard lined with mature trees and landscaping. A 30x50 insulated pole barn rounds out the offering with ample room for equipment, storage, or hobby use. Exceptional opportunity to own an outstanding home and property. You will not want to miss this sale!

A paved path leads from the foreground into a lush, green landscape. The path is flanked by vibrant green grass and a variety of trees, including tall deciduous trees and evergreens. The scene is bright and sunny, with shadows cast across the path and grass. The text "SOIL INFORMATION" is overlaid in the center of the image.

SOIL INFORMATION

SOIL MAP



State: **Indiana**
 County: **LaGrange**
 Location: **34-36N-10E**
 Township: **Johnson**
 Acres: **5.01**
 Date: **9/8/2026**

SCHRADER
 Real Estate and Auction Company, Inc.

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



Soils data provided by USDA and NRCS.

Area Symbol: IN087, Soil Area Version: 29											
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Corn silage Tons	Grass legume hay Tons	Pasture AUM	Soybeans Bu	Winter wheat Bu
BoC	Boyer loamy sand, 6 to 12 percent slopes	3.23	64.5%		Ille	85	15	3	6	30	43
Pv	Pits, gravel	1.78	35.5%								
Weighted Average					*-	54.8	9.7	1.9	3.9	19.3	27.7

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

TOPO CONTOURS MAP



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Source: USGS 1 meter dem

Interval(ft): 2.0

Min: 936.3

Max: 998.8

Range: 62.5

Average: 976.6

Standard Deviation: 13.98 ft

0ft 223ft 447ft



9/8/2026

34-36N-10E
LaGrange County
Indiana

Boundary Center: 41° 32' 21.33, -85° 20' 52.23

Maps Provided By:



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www.AgriDataInc.com

FLOOD ZONE MAP



©2026 AgriData, Inc.



Boundary Center: 41° 32' 21.33, -85° 20' 52.23



34-36N-10E
LaGrange County
Indiana



9/8/2026

Field borders provided by Farm Service Agency as of 5/21/2008. Flood related information provided by FEMA



COUNTY TAX INFORMATION

COUNTY TAX INFORMATION

Tax History

Delinquent payments made after the fall due date will still show due in the year they were originally assessed. If paid, payment will show in the next tax year.

	2025 Pay 2026	2024 Pay 2025	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020
* Spring Tax	\$1,053.00	\$947.62	\$873.10	\$998.47	\$815.81	\$798.64	\$792.66
* Spring Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
* Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
* Fall Tax	\$1,053.00	\$947.62	\$873.10	\$998.47	\$815.81	\$798.64	\$793.66
* Fall Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
* Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
* Delq NTS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
* Delq NTS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
* Delq TS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
* Delq TS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
* Other Assess	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
* Advert Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
* Tax Sale Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
* NSF Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PTRC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
H&MST Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LIT Credits	\$356.38	\$372.35	\$435.32	\$383.79	\$288.92	\$326.37	\$341.77
Circuit Breaker	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

COUNTY TAX INFORMATION

• Charges	\$2,106.00	\$1,895.24	\$1,746.20	\$1,996.94	\$1,631.62	\$1,597.28	\$1,586.32
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Credits	(\$2,106.00)	(\$1,895.24)	(\$1,746.20)	(\$1,996.94)	(\$1,631.62)	(\$1,597.28)	(\$1,586.32)
• Total Due	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Payments

Year	Receipt #	Transaction Date	Amount
2025 Pay 2026	1793119	4/16/2026	\$1,053.00
2025 Pay 2026	1793120	4/16/2026	\$1,053.00
2024 Pay 2025	1740426	4/22/2025	\$947.62
2024 Pay 2025	1740427	4/22/2025	\$947.62
2023 Pay 2024	1684986	4/15/2024	\$873.10
2023 Pay 2024	1684987	4/15/2024	\$873.10
2022 Pay 2023	1634078	4/19/2023	\$998.47
2022 Pay 2023	1634079	4/19/2023	\$998.47
2021 Pay 2022	1589256	4/18/2022	\$1,631.62
2020 Pay 2021	1543155	4/15/2021	\$1,597.28
2019 Pay 2020	1525516	7/31/2020	\$1.00
2019 Pay 2020	1500986	4/24/2020	\$1,585.32
2018 Pay 2019	1451589	4/11/2019	\$1,681.52
2017 Pay 2018	1405830	4/18/2018	\$1,614.32



SELLERS DISCLOSURE

SELLERS DISCLOSURE



SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

State Form 45234 (R8 / 7-25)

Date (month, day, year)

9 / 8 / 26

Property address (number and street, city, state, and ZIP code)

7050 S 405 E, Westerville, IN, 46795

Seller states that the information contained in this Disclosure is correct to the best of Seller's **CURRENT ACTUAL KNOWLEDGE** as of the above date. The prospective buyer and the owner may wish to obtain professional advice or inspections of the property and provide for appropriate provisions in a contract between them concerning any advice, inspections, defects, or warranties obtained on the property. The following information is not the representations of the real estate broker, if any. The form applies to residential real estate and purchases. Also, Indiana law (IC 32-21-5) generally requires sellers of 1-4 unit residential property to complete this form regarding the known physical condition of the property. IC 32-21-5-1(b) states that this form is not required for:

1. Transfers ordered by a court, including transfers:
 - A. in the administration of an estate;
 - B. by foreclosure sale;
 - C. by a trustee in bankruptcy;
 - D. by eminent domain;
 - E. from a decree of specific performance;
 - F. from a decree of divorce; or
 - G. from a property settlement agreement.
2. Transfers by a mortgagee who has acquired the real estate at a sale conducted under a foreclosure decree or who has acquired the real estate by a deed in lieu of foreclosure.
3. Transfers by a fiduciary in the course of the administration of the decedent's estate, guardianship, conservatorship, or trust.
4. Transfers made from at least one (1) co-owner solely to at least one (1) other co-owner.
5. Transfers made solely to any combination of a spouse or an individual in the lineal line of consanguinity of at least one (1) of the transferors.
6. Transfers made because of the record owner's failure to pay any federal, state, or local taxes.
7. Transfers to or from any governmental entity.
8. Transfers involving the first sale of a dwelling that has not been inhabited.
9. Transfers to a living trust.

Purpose of Disclosure Form: Completion of this form shall satisfy the requirements of IC 32-21-5-7 that mandates the seller's disclosure of conditions relevant to the listed property. This disclosure is based on the Seller's current knowledge of the property's conditions and the improvements thereon, however that knowledge was gained. This disclosure form shall not be a warranty by the Seller and shall not be used as a substitute for an inspection or warranty that the purchaser may wish to obtain. This form is a statement of the conditions and other information about the property known by the Seller. The representations in this form are the representations of the owner and are not the representations of the agent, if any. This information is for disclosure only and is not intended to be part of any contract between the Buyer and the Seller. The Seller must complete and sign the disclosure form and submit the form to a prospective buyer before an offer is accepted for the sale of the property. The Buyer is encouraged to obtain his or her own professional inspections of this property. A Buyer may not invalidate a real estate transaction or a contract to purchase real estate due to the Buyer's failure to sign a Seller's disclosure form that has been received or acknowledged by the Buyer.

Instructions to the Seller(s): (1) Answer every question truthfully. (2) Report all known conditions affecting the property, regardless of how you know about them or when you learned. (3) Attach additional pages, if necessary, with your signature and the date and time of signing. (4) Complete this form yourself. (5) If an item does not apply to your property or is rented, mark "not applicable/rented." (6) If you truthfully do not know the answer to a question, mark "unknown." (7) If you learn any fact prior to closing that changes one or more of your answers to this form after you have completed and submitted it, immediately notify any potential buyer of the change in writing.

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

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

Signature of Seller <i>Charles E. Price</i>	Date (mm / dd / yyyy) 9-8-26	Signature of Buyer	Date (mm / dd / yyyy)
Signature of Seller <i>Trudie L. Price</i>	Date (mm / dd / yyyy) 9-8-26	Signature of Buyer	Date (mm / dd / yyyy)

The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.

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

SELLERS DISCLOSURE

Property address (number and street, city, state, and ZIP code)

7050 S 405 E, W/laterville, IN, 46795

1. The following are in the conditions indicated:

A. APPLIANCES	Not Applicable / Rented	Defective	Not Defective	Unknown
Built-in Vacuum System	✓			
Clothes Dryer			✓	
Clothes Washer			✓	
Dishwasher			✓	
Disposal			✓	
Freezer			✓	
Gas Grill				✓
Hood			✓	
Microwave Oven			✓	
Oven			✓	
Range			✓	
Refrigerator			✓	
Room Air Conditioner(s)	✓			
Trash Compactor	✓			
TV Antenna / Dish	✓			
Other:				
B. ELECTRICAL SYSTEM				
Security Systems(s)	✓			
Ceiling Fan(s)			✓	
Garage Door Opener / Controls			✓	
Inside Telephone Wiring and Blocks / Jacks			✓	
Light Fixtures			✓	
Sauna	✓			
Smoke / Fire Alarms			✓	
Carbon Monoxide Detectors				✓
Switches and Outlets			✓	
Vent Fan(s)			✓	
☐ 60 ☐ 100 ☒ 200 Amp Service			✓	
Generator	✓			

C. WATER & SEWER SYSTEM	Not Applicable / Rented	Defective	Not Defective	Unknown
Cistern	✓			
Septic Field / Bed			✓	
Septic & Holding Tank / Septic Mound			✓	
Hot Tub	✓			
Plumbing			✓	
Aerator System	✓			
Sump Pump			✓	
Irrigation Systems	✓		✓	
Water Heater / Electric	✓		✓	
Water Heater / Gas	✓			
Water Heater / Solar	✓			
Water Purifier	✓			
Water Softener			✓	
Well			✓	
Geothermal and Heat Pump			✓	
Other Sewer System (Explain)	✓			
Swimming Pool & Pool Equipment	✓			
				Yes No Unknown
Are the structures connected to a public water system?				✓
Are the structures connected to a public sewer system?				✓
Are there any additions that may require improvements to the sewage disposal system?				✓
If yes, have the improvements been completed on the sewage disposal system?				
Are the structure(s) connected to a private / community water system?				✓
Are the structure(s) connected to a private / community sewer system?				✓

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

Signature of Seller	Date (mm / dd / yyyy)	Signature of Buyer	Date (mm / dd / yyyy)
Signature of Seller	Date (mm / dd / yyyy)	Signature of Buyer	Date (mm / dd / yyyy)
The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.			
Signature of Seller (at closing)	Date (mm / dd / yyyy)	Signature of Seller (at closing)	Date (mm / dd / yyyy)

SELLERS DISCLOSURE

Property address (number and street, city, state, and ZIP code)

7050 S 405 E, Walcottville, IN, 46795

D. HEATING & COOLING SYSTEM	Not Applicable / Rented	Defective	Not Defective	Unknown
Attic Fan	N/A			
Boiler / Radiator	N/A			
Central Air Conditioning			✓	
Electric Heat Pump	N/A			
Furnace Heat / Gas	N/A			
Furnace Heat / Electric	N/A			
Geothermal			✓	
Solar House-Heating	N/A			
Woodburning Stove	N/A			
Fireplace			✓	
Fireplace Insert	N/A			
Air Cleaner	N/A			
Humidifier	N/A			
Propane Tank			✓	
Other Heating Source	N/A			

2. ROOF	Yes	No	Unknown
Age, if known: <u>1</u> Years.			
Does the roof leak?		✓	
Is there present damage to the roof?		✓	
Is there more than one layer of shingles on the house?	✓		
If yes, how many layers? <u>2</u>			

3. WATER HEATER	Yes	No	Unknown
Age, if known: <u>10</u> Years.			

4. FURNACE	Yes	No	Unknown
Age, if known: <u>10</u> Years.			

5. CENTRAL AIR CONDITIONING	Yes	No	Unknown
Age, if known: <u>10</u> Years.			

6. HAZARDOUS CONDITIONS	Yes	No	Unknown
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?		✓	
Is there contamination caused by the manufacture of a controlled substance on the property that has not been certified as decontaminated by an inspector approved under IC 15-19-3.1?		✓	
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?		✓	
Explain:			

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Signature of Seller	Date (mm / dd / yyyy)	Signature of Buyer	Date (mm / dd / yyyy)
The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.			
Signature of Seller (at closing)	Date (mm / dd / yyyy)	Signature of Seller (at closing)	Date (mm / dd / yyyy)

SELLERS DISCLOSURE

Property address (number and street, city, state, and ZIP code)

7050 S 405 E, Wolcottville, IN, 46795

7. OTHER DISCLOSURES	Yes	No	Unknown
Do structures have aluminum wiring?		☒	
Are there any foundation problems with the structures?		☒	
Are there any encroachments?		☒	
Are there any violations of zoning, building codes, or restrictive covenants?		☒	
Does the property have a shared driveway with another property?		☒	
Is the property subject to covenants, conditions and / or restrictions of a homeowner's association?	☒		
Is the property subject to a homeowner's association assessment? If yes, what is the current amount?		☒	
Is this property located within a locally designated historic district under IC 36-7-11?		☒	
Is the present use a non-conforming use? Explain:		☒	
Is the access to your property via a private road?	☒		
Is the access to your property via a public road?		☒	
Is the access to your property via an easement?		☒	
Have you received any notices by any governmental or quasi-governmental agencies affecting this property?		☒	
Are there any structural problems with the building?		☒	
Have any substantial additions or alterations been made without a required building permit?		☒	
Are there moisture and/or water problems in the basement, crawl space area, or any other area?		☒	
Is there any damage due to wind, flood, termites or rodents?		☒	
Have any structures been treated for wood destroying insects?		☒	
Is the property or a portion of the property located within a community's flood plain boundaries, as indicated in a Federal Emergency Management Agency Flood Insurance Rate Map? See https://fims.fema.gov/portal/home .		☒	
Do you currently pay flood insurance?		☒	
Is the property located near a military installation, within a state area of interest ((as defined in IC 36-7-30.2-6) and may be impacted to some degree by the effects of the installation's military operations? If yes, local laws may restrict use and development of the property to promote compatibility with military installation operation.		☒	
Does the property contain underground storage tank(s)?		☒	
Is the homeowner a licensed real estate broker?		☒	
Is there any threatened or existing litigation regarding the property?		☒	
Is the Owner subject to the Foreign Investment in Real Property Tax Act? See http://www.irs.gov/publications/p515/index.html .		☒	
Is the property located within one (1) mile of an airport?		☒	
Is the property subject to a conservation easement as defined in IC 32-23-5-2?		☒	

8. ADDITIONAL COMMENTS AND/OR EXPLANATIONS:
(Use additional pages and attach, if necessary)

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Signature of Seller	Date (mm / dd / yyyy)	Signature of Buyer	Date (mm / dd / yyyy)
The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.			
Signature of Seller (at closing)	Date (mm / dd / yyyy)	Signature of Seller (at closing)	Date (mm / dd / yyyy)

An aerial photograph of a suburban neighborhood. In the foreground, a large array of solar panels is installed on a green lawn. To the left, a two-story house with a grey roof is partially visible. In the background, there are more houses and a dense line of trees. The text "RESTRICTIVE COVENANTS" is overlaid in the center of the image.

RESTRICTIVE COVENANTS

CHERRY HILL ESTATES, SECTION II

A RESIDENTIAL SUBDIVISION IN JOHNSON TOWNSHIP,
SECTIONS 34, T36N, R10E, LAGRANGE COUNTY, INDIANA

County Road 700 South

SHARON E MARTIN
ANGE COUNTY RECORDER

4th Cir. ME 1/6, Sec 34.
735 M R 10 E
Harrison Marker Farm

N 89° 10' 51" E (Strike Plane Count rate Noise) ~ 2340.46°

North Lee, Northwest Quarter, Section 24, Township 36 North, Range 10 East.

25' Road Right-of-Way
Dedication

NE Cor., NE 1/4, Sec 34,
T 36 N, R 10 E
Morrison Water Found

Quarter, Section 15	Township 34 North	Range 10
---------------------	-------------------	----------

100

NE Cor., NW 1/4, Sec. 35
T 36 N, R 10 E
Marion Marker Found

SEP 13 2005

Soil Borings were done by Steve
Ross on August 3, 2005
Lokeland Environmental Corporation
P.O. Box 11761
Fort Wayne, IN 46860-1761

○ - Denotes: Soil Borings Location
 ○ - Denotes: 5/8"x24" Steel Rebar
 W/ 1/2" Cop St. Push
 ⊗ - Denotes: Iron Pin Found
 - 80' B.L. = 80' Building Line -
 Measured From Centerline of Road
 - 45' R.B.L. = 45' Rear Building Line
 - 15' S.B.L. = 15' Side Building Line
 - on Each Side
 - Zone A-1 (Agricultural District)

Total Acreage of Subdivision = 5,000

VICINITY MAP

Final August 2003

RESTRICTIVE COVENANTS

Sharon E. Martin
LAGRANGE COUNTY RECORDER
SEN Date 01/06/2005 Time 14:29:49
Page 1 of 3
I 05010154

Book 1A Page 1

CHERRY HILL ESTATES

A RESIDENTIAL SUBDIVISION IN JOHNSON TOWNSHIP,
SECTIONS 34 AND 35, T36N, R10E, LAGRANGE COUNTY, INDIANA

County Road 700 South

NE Cor. NE 1/4, Sec. 34,
T. 36 N. R. 10 E.
Harrison Marker Found

N 89°31'51" E (State Plane Coordinate Basis) ~ 2813.13'
North Line, Northwest Quarter, Section 34, Township 36 North, Range 10 East

N 89°31'58" E (State Plane Coordinate Basis) ~ 2813.24'
North Line, Northwest Quarter, Section 35, Township 36 North, Range 10 East

NE Cor. NW 1/4, Sec. 35,
T. 36 N. R. 10 E.
Harrison Marker Found

NUMBER	DIRECTION	DISTANCE
L2	N 16°32'46" W	97.33'
L3	N 31°09'09" W	106.52'
L4	N 86°52'38" W	76.80'
L5	N 55°04'56" W	237.36'
L6	N 20°51'50" E	104.08'
L7	N 11°18'55" W	141.71'
L8	N 26°34'34" W	124.30'
L9	N 15°33'39" E	77.17'
L10	N 03°17'08" E	188.67'
L11	N 63°56'34" W	84.14'
L12	S 68°45'28" W	85.66'
L13	N 74°53'40" W	128.16'
L14	N 26°34'17" W	69.16'
L15	N 63°43'30" W	111.78'
L16	S 84°58'10" W	130.21'
L17	S 84°58'10" W	50.14'
L18	N 89°13'43" W	99.93'
L19	N 00°28'17" E	130.00'
L20	S 89°33'43" E	70.00'
L21	S 51°15'15" W	100.00'
L22	S 00°26'17" W	54.87'

Lot #	Acreage	Square Feet
1	1.274	55,486.705
2	1.372	59,758.398
3	1.742	75,888.336
4	1.795	78,188.703
5	2.433	105,969.985
6	2.400	106,274.620
7	4.943	215,325.567
8	4.168	184,689.528
Road Way	3.958	147,847.951

Said Buildings were done by Steve Rous
Lakeland Enhancement Corporation
4370 N. 1100 E.
Horn, WI 46745

Hochstetler

Doc. #98-7-392

O-Denotes: Soil Borings Location

e-Denotes: 8/8" x 24" Steel Rebar

W/Plumb 1/4" Cop Set Flush

⊙-Denotes: Iron Pin Found

- 80' B.L. = 30' Building Line

- 45' R.B.L. = 45' Rear Building Line

- 30' S.B.L. = 15' Side Building Line

- on Each Side

- Zone A-1 (Agricultural District)

Total Acreage in Section 34 = 0.942

Total Acreage in Section 35 = 23.024

Total Acreage of Subdivision = 23.966

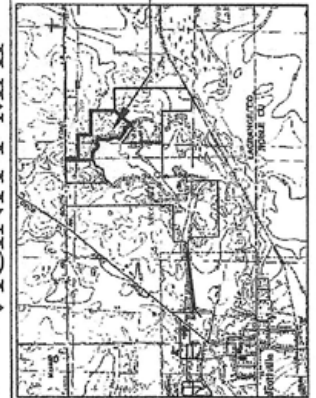
Scale 1" = 200 ft

December 27, 2004

DRAIN BR. 100

NUMBER	BEARING	CHORD DISTANCE	CHORD LENGTH	ARC LENGTH	CHORD BEARING
C1	89°45'11" S	45°36'13" E	20.00'	31.33'	28.22'
C2	89°44'51" S	45°36'23" E	100.00'	156.64'	141.11'
C3	89°14'43" S	45°21'20" E	20.00'	31.15'	28.10'
C4	90°24'58" S	44°46'12" E	100.00'	157.01'	141.93'

VICINITY MAP



Proposed
Cherry Hill Estates
Subdivision

RESTRICTIVE COVENANTS

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CHERRY HILL ESTATES

A RESIDENTIAL SUBDIVISION IN JOHNSON TOWNSHIP,
SECTIONS 34 AND 35, T36N, R10E, LAGRANGE COUNTY, INDIANA

JAN 6 2005

BOUNDARY DESCRIPTION

Part of the Northwest Quarter of Section 35 and part of the Northeast Quarter of Section 34, Township 36 North, Range 10 East of the Second Principal Meridian in LaGrange County, Indiana, more particularly described as follows:

Beginning at a Harrison marker marking the Northwest corner of said Northwest Quarter; thence South 00 degrees 43 minutes 38 seconds East, (State Plane Coordinate Basis and basis of bearings to follow), a distance of 332.80 feet along the West line of said Northwest Quarter; thence North 89 degrees 31 minutes 11 seconds East, a distance of 854.53 feet parallel with the North line of said Northwest Quarter to a 5/8" steel rebar; thence South 00 degrees 43 minutes 38 seconds East, a distance of 349.02 feet to a point 0.19 feet South and 0.25 feet East of a 5/8" steel rebar; thence South 88 degrees 41 seconds East, a distance of 679.23 feet to a point 0.31 feet South and 0.26 feet East of a 5/8" steel rebar; thence South 00 degrees 26 minutes 17 seconds West, a distance of 662.16 feet to a point 0.14 feet South and 0.14 feet East of a 5/8" steel rebar; thence South 42 degrees 25 minutes 43 seconds West, a distance of 626.21 feet; thence North 16 degrees 32 minutes 49 seconds West, a distance of 97.33 feet; thence North 31 degrees 09 minutes 09 seconds West, a distance of 105.62 feet; thence North 88 degrees 52 minutes 38 seconds West, a distance of 78.80 feet; thence North 55 degrees 04 minutes 56 seconds West, a distance of 237.36 feet; thence North 20 degrees 51 minutes 50 seconds East, a distance of 104.09 feet; thence North 11 degrees 18 minutes 55 seconds West, a distance of 141.71 feet; thence North 26 degrees 34 minutes 34 seconds West, a distance of 124.30 feet; thence North 19 degrees 53 minutes 39 seconds East, a distance of 77.17 feet; thence North 03 degrees 17 minutes 08 seconds East, a distance of 188.67 feet; thence North 63 degrees 56 minutes 34 seconds West, a distance of 84.14 feet; thence South 68 degrees 45 minutes 28 seconds West, a distance of 83.86 feet; thence North 74 degrees 13 minutes 42 seconds East, a distance of 223.19 feet; thence North 66 degrees 31 minutes 17 seconds West, a distance of 69.16 feet; thence North 63 degrees 43 minutes 30 seconds West, a distance of 111.28 feet; thence South 84 degrees 58 minutes 10 seconds West, a distance of 130.21 feet to the West line of the Northwest Quarter of said Section 35; thence South 84 degrees 58 minutes 10 seconds West, a distance of 50.14 feet; thence North 00 degrees 43 minutes 38 seconds West, a distance of 735.42 feet to the North line of the Northwest Quarter of said Section 34 and the centerline of said County Road 700 South; thence North 89 degrees 30 seconds 51 seconds East, a distance of 50.00 feet along said North line and said centerline to the Point of Beginning. Containing 23.866 Acres, more or less. Subject to easements of record.

SURVEYOR CERTIFICATION

I, Richard K. Karst, hereby certify that I am a Land Surveyor, licensed in compliance with the laws of the State of Indiana, that this plat correctly represents a survey completed by me on October 20, 2004, and that all markers thereon will be installed in accordance with the provisions of the Platting Ordinance; and that their location, size, type and material are accurately shown.

Richard K. Karst, PLS 80040561

CERTIFICATE OF APPROVAL

In accordance with the LaGrange County Subdivision Control Ordinance, which Ordinance requirement shall apply to said plat as fully as if set out hereat, this plat was given final approval by the LaGrange County Plat Committee at a meeting held on 4 day of November, 2004.

John R. Rietz
President

Be it received by the LaGrange County Commissioners that the dedication on this plat is hereby approved and accepted this 20th day of November, 2004.

Michael J. Rietz
Christy Rietz
Beard of County



AGRICULTURAL RESTRICTIONS

This Subdivision is located in an area that is currently zoned A-1, Agricultural District. As such, normal agricultural operations including the operations of machinery, the primary processing of agricultural products, and all normal agricultural operations performed in accordance with good husbandry practices are permitted to be conducted on adjoining properties.

CERTIFICATE OF DEDICATION

We the undersigned owners of record of the real estate shown and described hereon, do hereby plot and subdivide said real estate and designate the same as Cherry Hill Estates. Each street, alley, park, recreation area, lake access, or public use shown on the plot is dedicated to the public but shall not be maintained by any public agency until specifically accepted for maintenance by lawful resolution of the public agency. Building set back lines are established as shown on this plot between which lines and property lines there shall not be erected or maintained any building structure. Strips of ground "EASEMENT" are reserved for the use of all public utilities subject to all times to proper authorities and to the easements thereon reserved. No structure may be maintained on said easements and owners of lot shall take this subject to the easements.

Witness our hands and seals this 22 day of NOV, 2004.

Michael Allen Leary, Sr.
Michael Allen Leary, Sr., Member
James W. Carrick, Jr.
James W. Carrick, Jr., Member
Edgar Terry, POA
Edgar Terry, POA

STATE OF INDIANA } SS:
COUNTY OF LAGRANGE }

Before me, the undersigned, a Notary Public in and for said County and State,

this 22 day of NOVEMBER, 2004, personally appeared
JERRY L. IRVING, MICHAEL LEARY, JR. and acknowledged the execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Suzanne R. Hart
Suzanne R. Hart, Notary Public

My Commission Expires: SEPTEMBER 28, 2007

My County of Residence is: ALLEN

DEVELOPER SURVEYOR

CLI Properties LLC
P.O. Box 138
Rome City, IN 46784
Phone: (260) 433-7077

KARST SURVEYING SERVICES, INC.
1310 PROGRESS ROAD
FORT WAYNE, IN 46808
PHONE: (260) 426-3336
FAX: (260) 426-3337

RESTRICTIVE COVENANTS

105010154

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CHERRY HILL ESTATES

A RESIDENTIAL SUBDIVISION IN JOHNSON TOWNSHIP,
SECTIONS 34 AND 35, T36N, R10E, LAGRANGE COUNTY, INDIANA

CHERRY HILLS ESTATE, DECLARATION OF BUILDING, USE AND OTHER RESTRICTIVE COVENANTS



CU Properties LLC does hereby declare that the following restrictions constitute a general plan for the improvement and development of said subdivision as a fine residential community of the highest type and that said restrictions shall run with the land and shall be binding upon the Grantor and all subsequent purchasers, their heirs, successors and assigns, as hereinafter set forth.

- (1) PRIVATE COMMUNITY AND RESIDENTIAL LOTS: All lots, roads, easements, utilities, and security are private concerns since Cherry Hill Estate is a Private Community. All lots in the subdivision shall be known and described as single lots. No lot shall be less than four (4) acres, no structure shall be located or permitted to be located on a lot smaller than one single family private dwelling and one private garage. All construction shall be constructed of the same material as the dwelling and shall conform to the same architectural design, and shall not be used as living quarters.
- (2) BUILDING LINES: No structure may be erected on any lot nearer than indicated by the building set-back lines on the faces of the plot. All projections shall be constructed as a part of the dwelling and must be constructed within the building lines.
- (3) MINIMUM FLOOR SPACE: No dwelling which has a livable floor space of less than 1500 square feet may be placed or erected on any lot.
- (4) LOT SPACE AND LIMITATIONS: No lot shall be reduced in size by any method whatsoever without the prior written consent of the Grantor or its duly authorized representatives. Lots may be enlarged by consolidation with one or more adjoining lots under one ownership. In the event one or more lots are developed as a unit, all restrictions herein contained shall apply as to a single lot. In any event, no dwelling shall be erected on any site smaller than one lot as shown on the recorded plat and no additional easements or addition to adjacent properties to Cherry Hill Estate will be granted without written approval by CU Properties LLC.
- (5) LAKE ECOLOGY, TREES AND SOIL: No filling of lake or changes to current land forms at water's edge shall occur without the expressed written approval by Grantor. Dock utilization projecting into Lake Michigan shall not exceed twenty (20) feet in length and built of non-corrosive materials. No wood surfaces shall be used in dock construction. Motorized watercraft (10) horsepower shall not be allowed on Lake Michigan watercraft above ten speed before 10:00 am and after 6:00 p.m. with no wake. A Catch and Release policy is applied to Bass species only. All members of Cherry Hill Estate's will participate in an annual fee for restocking lake as agreed upon by Grantor and members of Cherry Hill Estate. No surface soil shall be dug or removed from any lot for purposes other than building and landscaping on said lot, without the prior consent of the Grantor or its duly authorized representatives.
- (6) LAKE UTILITIES AND NUISANCES: The lake shall only be utilized by residents of Cherry Hill Estates and their guests. The bouncer's and access to the lake is private and is considered a privilege to be enjoyed solely by its residents and guests. No noxious or offensive activity shall be carried on upon any lot or lake areas. All recreational activities such as boating, swimming, or other activities shall be of your own risk and lot owners are to assume such liabilities for their guests individually. As to injuries, malfeasance, or deaths occurring from such activities, the Grantor is hereby indemnified and held harmless for such liabilities by said lot owner regardless of Grantor's liability or negligence.
- (7) TEMPORARY STRUCTURES: Trailers, tents, sheds, barns, or any temporary buildings of any design whatsoever are expressly prohibited within this Subdivision and no temporary structures shall be permitted in unfinished residential buildings. This shall not prevent the use of temporary storage building for materials and supplies to be used in the construction of a dwelling, and which will be removed from the premises on completion of the building.
- (8) LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind, shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.
- (9) REFUSE: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste that shall not be kept except in sanitary containers properly concealed from public view. No open burning of any refuse, garbage or other waste shall be permitted.
- (10) RAPID COMPLETION: The erection of any new building or repair of any building damaged by fire or otherwise shall be completed as rapidly as possible and should the owner leave such building in an incomplete condition for a period of more than one (1) year, then Grantor or its authorized representative is authorized and empowered either to tear down and clear from the premises the uncompleted portion of such structure, or to complete the same, and in either event, the expense incurred shall be charged against the owner's interest therein and shall be a lien upon said lands and premises.
- (11) ACKNOWLEDGMENT OF CONDITIONS: All residents, acknowledging restrictions shall run with the land and shall be binding upon the Grantor and all subsequent purchasers, their heirs, successors and assigns, as hereinafter set forth. In addition, residents understand that Cherry Hill Estate is part of an active Sand & Gravel Mining operation and current land contours exist as to provide scenic overlook of lakes, and some potential hazards exist with such elevations, highwinds, and lake bottom contours and other activities related to mining. The end use of the remaining properties of CU Properties LLC, has the potential for further development into a recreational facility and expansion of Cherry Hill Estate.
- (12) PLAN APPROVAL: The Grantor herein, its successors and assigns, shall have the authority to approve or disapprove plans and specifications and otherwise guide the development of the subdivision as planned and restricted hereat, to the end that construction shall conform to the general nature or the subdivision. In the event that an architectural committee of a homeowner's association of Cherry Hill Estates becomes active, the authority to approve or disapprove and specifications of dwellings to be erected upon any lots shall be delegated to such committee. Approval shall be withheld if the proposed plan or specifications are not in accordance with the general nature of the lot and to the Grantor within twenty (20) days of submission of the plans to the architectural committee.
- (13) CONSTRUCTION CLEAN-UP: All unused building materials and temporary construction shall be removed from the subdivision within sixty (60) days after substantial completion of the construction. The portion of the surface of the earth which is disturbed by excavation and other construction shall be finish-graded and seeded or covered with other landscaping as soon as the construction work and weather permits.
- (14) ABATEMENT OF VIOLATIONS: Violations of any condition or restriction or breach of any covenant herein contained, shall give the Grantors, in addition to all other remedies, the right but not the obligation to enter upon the land as to which such violation of breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection or other violation that may be or exist thereon contrary to the intent and provision hereof, and the Grantor shall not hereby be deemed liable in any manner for trespass, encroachment or removal.
- (15) DURATION: These restrictions are to run with the land and shall be binding on the Grantor, its successors and assigns and upon any other person, or persons or other entities owning or claiming any right, title or interest in any of the lands herein described, unless and until amended or altered by agreement of 51% of lot owners.
- (16) ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any restriction, either to restrain violating or to recover damages for any other complaint, action or remedy permitted by law all costs of the proceeding, including attorney's fees, shall be reimbursed by violating party. The institution of any action shall not constitute a waiver or prejudice or bar any other remedy or right of action. Any money damages or assessments shall constitute a first lien upon the property, enforceable and collectable as a mortgage.
- (17) ASSIGNMENT: Any or all of the rights, powers and obligations, title, easements and estates or given to the Grantor herein, may be assigned to any corporation or association composed of three (3) or more persons who will agree to assume said rights, power, duties and obligations and carry out and perform the same; any such assignment or transfer shall be made by appropriate instrument in writing, in which the assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as herein are given to and assumed by the Grantor herein, and Grantor thereupon being released therefrom. A corporation or association of the owners of lots in said plot may be formed which shall perform the duties, powers, duties and obligations and carry out and perform the same, and the same may, by a majority vote, combine with any other corporation or association of owners of lots in the subdivision and the resultant corporation or association shall have all of the rights, powers, duties and obligations hereby given to the corporation or association first described in this paragraph.
- (18) SEVERABILITY: In the event of any part or provision of the restrictions contained herein shall be held ineffective or invalid for any reason, by waiver, judgment, decree or other Court order or otherwise, all other parts and provisions of these restrictions shall nevertheless continue to remain in full force and effect.
- (19) SEWAGE: Each lot shall be responsible for its own septic or sewer system and all necessary testing required.
- (20) MANUFACTURED HOMES: No manufactured homes or mobile home(s) shall be placed on any lot. All homes and garages shall be of conventional construction (stick built). No old buildings may be moved onto any lot or lots in this subdivision.
- (21) SOIL EROSION CONTROL: Grantor shall implement soil erosion and sediment control measures to comply with 327 I.A. 15-5, to the satisfaction of the Indiana Department of Natural Resources' Division of Soil Conservation.
- (22) MAINTENANCE FEES: An annual maintenance fee shall be assessed each lot owner for snow removal and road maintenance. The amount shall be assessed annually and may be raised or subject to special assessment as needed. A lot owner's failure to pay within 30 days of assessment shall result in enforcement action against the nonpaying lot owner who shall be responsible for attorney's fees, court costs and other responsible costs of collection.
- (23) AGRICULTURAL RESTRICTIONS: The subdivision is located in an area that is currently zoned A-1, agricultural district. As such, normal agricultural operations, including the operation of machinery, the primary processing of agricultural products, and all normal agricultural operations performed in accordance with good husbandry practices are permitted to be conducted on adjoining properties.



**PRELIMINARY
TITLE**

PRELIMINARY TITLE



September 18, 2026

Property Address: 7050 South 405 East, Wolcottville, IN 46795

County: Lagrange

File Number: 26-23274

Listing Agent: Daniel Days, Schrader Real Estate and Auction Company, Inc.

Enclosures: Preliminary Title Report

Notes:

Corporate Office
202 S. Michigan Street
Suite 300
South Bend, IN 46601
574.232.5845 FAX 574.289.1514

Goshen Office
1307 Elkhart Road
Goshen, IN 46526
574.533.7165 FAX 574.674.0070

*For a complete list of offices,
please visit our website
www.meridiantitle.com/locations*

PRELIMINARY TITLE

SCHEDULE A

MERIDIAN TITLE CORPORATION

Goshen Office

1307 Elkhart Road (US 33)
Goshen, IN 46526
574.533.7165
574.674.0070 FAX
elkhartclosing@meridiantitle.com

File No.: 26-23274

Effective Date: September 2, 2026 at 8:00 AM

Customer Reference No.:

Property Address Reference: 7050 South 405 East, Wolcottville,
IN 46795

1. Policy or Policies to be issued:

(a) ☐ ALTA Owner's Policy 06/17/06

Amount: **TBD**

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

(b) ☐ ALTA Loan Policy 06/17/06

Amount:

Proposed Insured:

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

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

C. Edward Prince and Tonda L. Prince, Husband and Wife

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

SEE ATTACHED EXHIBIT "A"

PRELIMINARY TITLE

File No.: 26-23274

SCHEDULE A

EXHIBIT A

Lot Numbered 9 in Cherry Hill Estates Section II, located in part of the Northeast Quarter of Section 34, Township 36 North, Range 10 East, as per plat thereof, recorded on September 13, 2005, as Instrument No. 05090311, and in Plat Book 19, pages 64-64D, in the Office of the Recorder of Lagrange County, Indiana.

PRELIMINARY TITLE

File No.: 26-23274

Part I, SCHEDULE B

THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH:

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

As to the Lender's Policy only:

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

3. Properly executed and fully completed Certificate of Non-Foreign Status of Transferor.

Note: Seller Proceeds cannot be disbursed until this form is completed in its entirety.

4. You must file a Disclosure of Sales Information forms prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5. The disclosure form must be filed with the county auditor's office prior to recording.
5. Warranty Deed suitable for recording, when the proposed insured is determined.
6. There were no open mortgage liens found in the public record against the subject property.
7. Payment of all due and payable, unpaid and/or delinquent Homeowners Association Fees and Assessments charged in connection with the insured premises. If all fees have been paid prior to closing, provide a written statement from the Homeowners Association for the subdivision stating that all fees have been paid.

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

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

PRELIMINARY TITLE

File No.: 26-23274

Part II, SCHEDULE B

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

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Preliminary Title Report.
2. Standard Exceptions:
 - a) Rights or claims of parties in possession not shown by the public records.
 - b) Easements, or claims of easements, not shown by the public records.
 - c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 - d) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Special Exceptions:
 - a) Taxes for the year 2026 Payable in 2027 are a lien not yet due and payable.
Taxes for the year 2025 Payable in 2026 are as follows:

Key Number	010-34207-02
State ID Number	44-10-34-200-007.002-010
Township	Johnson
1 st installment due May 10, 2026	\$1,053.00 - Paid
2 nd installment due November 10, 2026	\$1,053.00 - Paid

Assessed Values for 2025/2026:

Land	\$51,100.00
Improvements	\$458,900.00
Exemption (Homeowners)	\$48,000.00
Exemption (Homestead Supplemental)	\$176,280.00
Exemption (2% Deduction)	\$1,278.00
Net Valuations	\$284,442.00

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

- b) Special assessments/sewer usage charges, if any, levied by the City/Town of Wolcottville.
- c) Any and all recorded covenants, conditions, restrictions, building setback lines, easements, rights of way, legal ditches and drains, and any amendments thereto, and all rights therein.
- d) Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.
- e) Any adverse claim based on title to that portion, if any, of the land described in Schedule A that lies below the ordinary low water mark of the lake.

Any adverse claim based on the assertion that some portion of the land described in Schedule A was created by artificial means.

Such rights and easements for navigation, commerce or recreation which may exist over that

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

PRELIMINARY TITLE

File No.: 26-23274

Part II, SCHEDULE B

portion of said land described in Schedule A lying beneath the waters of the lake.

Rights of upper and lower littoral owners with respect to the lake.

- f) Building setback lines and easements as evidenced on the recorded Plat recorded in the Office of the Recorder of Lagrange County, Indiana.

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

SEARCH AND LIMITATION OF LIABILITY

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

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

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

NOTE: Effective July 1, 2009, HEA 1374 (enacting Indiana Code 27-7-3.7) requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of \$10,000 or more must be in the form of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000 may be in the form of irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent, or check drawn on the trust account of a licensed real estate broker. Personal checks may be accepted, provided the amount does not exceed \$500. Meridian Title Corporation strongly suggests that all funding for the transaction be in the form of an irrevocable wire in order to allow us to disburse funds timely to all parties. Otherwise it's possible that disbursements may be delayed until the funds have been unconditionally credited.

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

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

NOTE FOR INFORMATIONAL PURPOSES ONLY:

PRELIMINARY TITLE

File No.: 26-23274

Part II, SCHEDULE B

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

Grantor:	Chris Troyer and Carolyn Troyer, Husband and Wife
Grantee:	C. Edward Prince and Tonda L. Prince, Husband and Wife
Date Recorded:	March 11, 2010
Instrument No.:	10030147

PRELIMINARY TITLE



Privacy Policy Notice

PURPOSE OF THIS NOTICE

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

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

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

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

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

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

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

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

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

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



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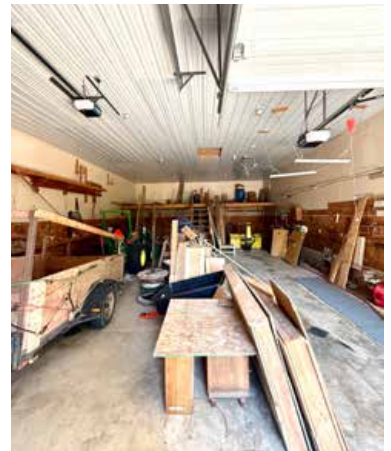
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