

LAND

WAYNE COUNTY, IN • Just north of CENTERVILLE, IN

Auction

Auction held at Golay Community Center,
1007 E. Main, Cambridge City

133.5[±] acres

Offered in 6 Tracts
or Any Combinations of Tracts



TRACTS 1-6

INFORMATION BOOKLET

TRACT 1

- Prime location along the Nolands Fork River
- Property with Wild TURKEY Pressure
- Potential Country Building Sites
- Farmstead w/ 2,100 sf Home
- Centerville Schools



Saturday, November 23rd

@ 10:00 A.M.

800-451-2709 | SchraderAuction.com

DISCLAIMER:

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

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

OWNER: Ryan J. & Lindi M. Bryant

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

Andrew M. Walther, AU19400167

Schrader Real Estate and Auction Company, Inc., AC63001504



SCHRADER REAL ESTATE & AUCTION CO., INC.

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

260-244-7606 or 800-451-2709

SchraderAuction.com

AUCTION TERMS & PROCEDURES:

PROCEDURES: The property will be offered in 6 individual tracts, any combination of tracts, or as a total 133.5+ acre unit. There will be open bidding on all tracts and combinations during the auction as determined by the Auctioneer. Bids on tracts, tract combinations and the total property may compete.

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

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

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

DEED: Sellers shall provide Warranty Deed.

CLOSING: The targeted closing date will be approximately 30 days after the auction. The balance of the real estate purchase price is

due at closing.

POSSESSION: At closing.

REAL ESTATE TAXES: Seller to pay 2024 taxes payable 2025 by giving an estimated credit at closing.

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

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

FSA INFORMATION: See Agent.

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

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

AGENCY: Schrader Real Estate and Auction Company, Inc. and its representatives are exclusive agents of the seller.

DISCLAIMER AND ABSENCE OF WARRANTIES: All information contained in this brochure and all related materials are subject to the Terms and Conditions outlined in the

Purchase Agreement. The property is being sold on "AS IS, WHERE IS" basis, and no warranty or representation, either express or implied, concerning the property is made by the seller or the auction company. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors or omissions is assumed by the Sellers or the Auction Company. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Sellers and Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decision of the Auctioneer is final.

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

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

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For Information Call Auction Manager: Andy Walther, 765-969-0401



TRACTS 1-5

REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

SATURDAY, NOVEMBER 23, 2024

133.5± ACRES – WAYNE COUNTY, INDIANA

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,
P.O. Box 508, Columbia City, IN, 46725,
Email to auctions@schraderauction.com or fax to 260-244-4431, no later than Friday, November 15, 2024.
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
133.5± Acres • Wayne County, Indiana
Saturday, November 23, 2024

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, November 23, 2024 at 10:00 AM (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, Friday, November 15, 2024**. 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.

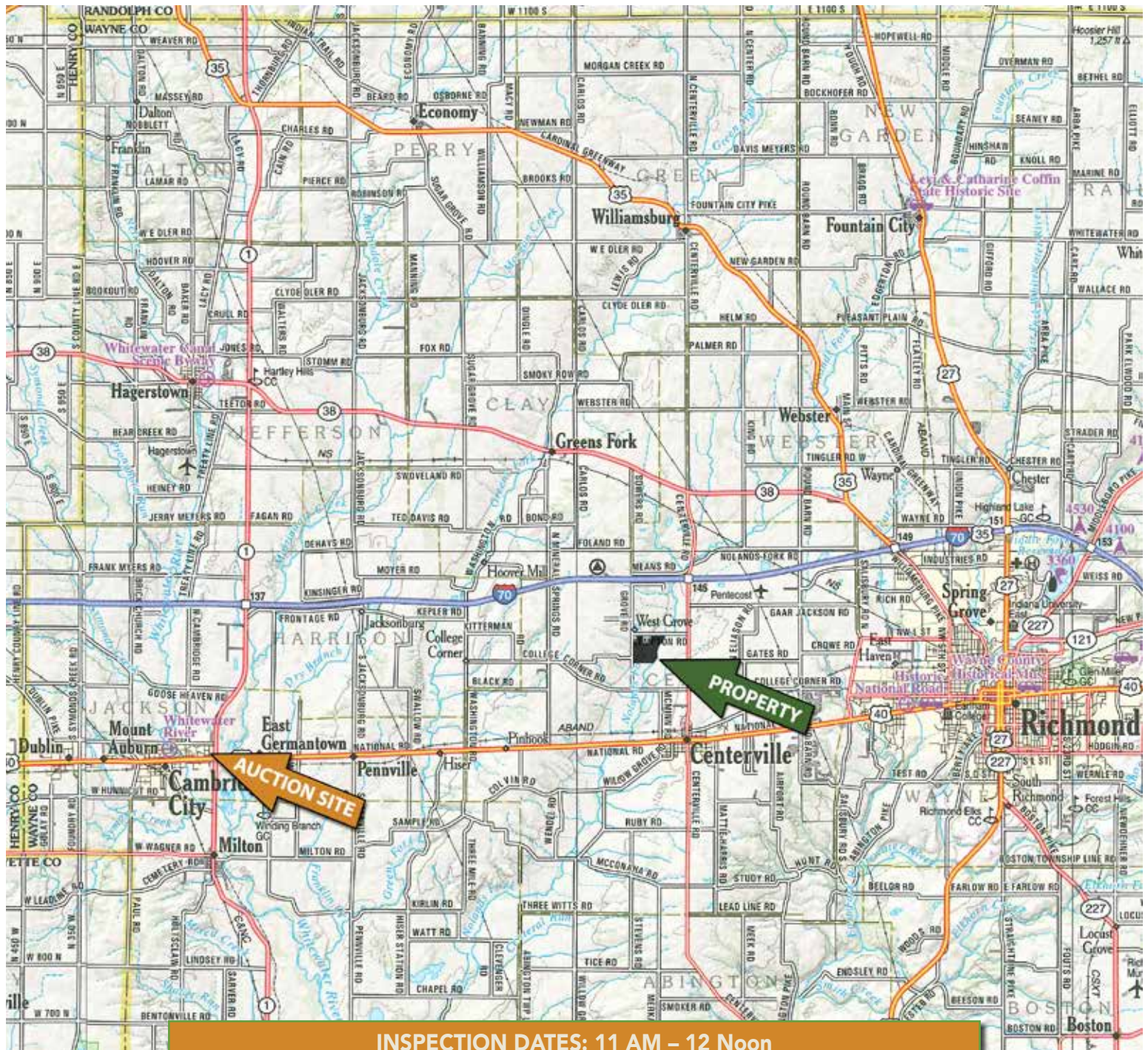
Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

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 & AERIAL TRACT MAP

LOCATION MAP

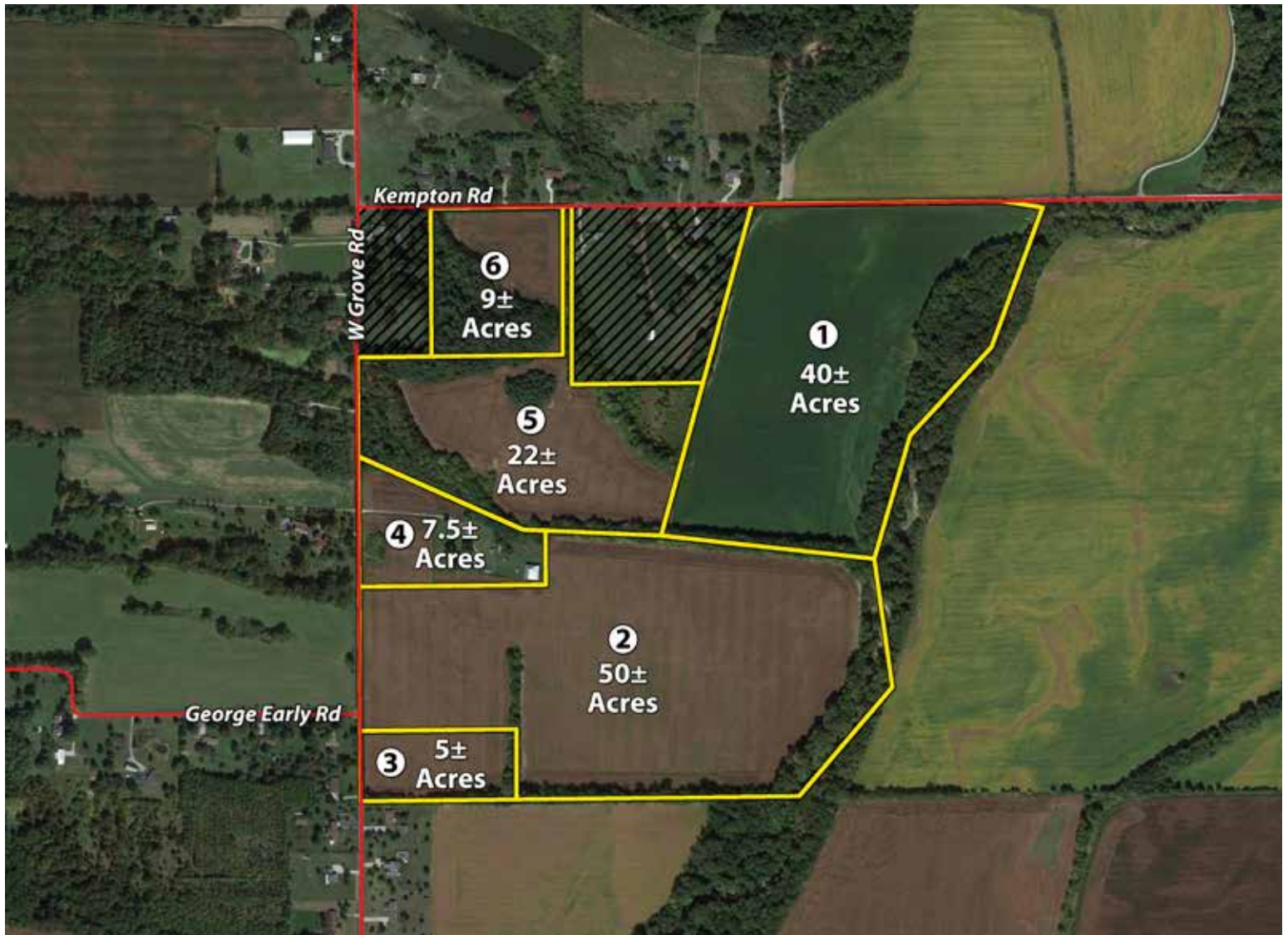


INSPECTION DATES: 11 AM – 12 Noon
Thursday, November 7th | Thursday, November 14th | Thursday, November 21st

AUCTION SITE: Golay Community Center, 1007 E. Main, Cambridge City, IN 47327. Located at the intersection of US 40 and State Hwy. 1 on the northwest corner.

PROPERTY LOCATION: 1043 West Grove Rd., Centerville, IN 47330. From the middle of Centerville at the stoplight on US 40, travel north on Morton Avenue for 2 miles to Kempton Rd. Turn left and proceed ¼ mile to the farm. Continue to West Grove Rd., then left to the homestead.

AERIAL MAP



TRACT DESCRIPTIONS: *All acreages are approximate.*

(Sec. 18, Center Twp)

TRACT 1: 40± ACRES with 33.5± FSA Cropland acres and the balance in woodland and river frontage. This is a great combination tract with income producing tillable land and endless outdoor recreational opportunities. The cropland features an impressive mix of Westland & Sleeth loams. Frontage on Kempton Road.

TRACT 2: 50± ACRES with 46± FSA Cropland acres. Frontage on West Grove Rd. This tract also features Nolands Fork River frontage. Soils include a productive Westland, Sleeth, & Eldean mix. Consider combining this with adjacent tracts.

TRACT 3: 5± ACRE POTENTIAL BUILDING SITE currently in crop production. Examine the possibility of building your dream home here. Great location in the Centerville School District. Rural building tracts are very scarce in this market.

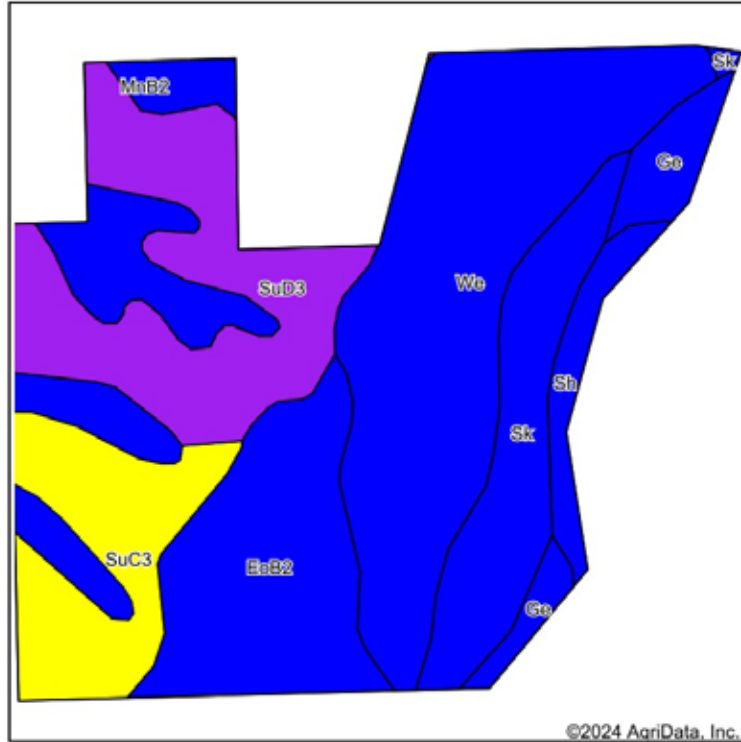
TRACT 4: 7.5+ ACRE COUNTRY FARMSTEAD featuring a 1 ½ story (2,100 sf) vinyl-sided home and 1-car detached garage. Mature trees create an attractive setting with multiple smaller outbuildings and a turn-of-the century livestock barn with hand-hewn beams.

TRACT 5: 22± ACRES HUNTER'S PARADISE with a great mix of woods, open tillable land and flowing creek. This is a great hunting tract with strong signs of turkey and whitetail deer. 425' of frontage on West Grove Rd. AND a 40' owned access off of Kempton Rd. Also examine the possibility for this to be a secluded estate building site. Consider combining with tract 1, 4, or 6.

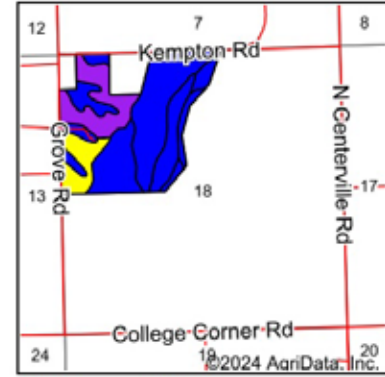
TRACT 6: 9± ACRE POTENTIAL BUILDING SITE with a mix of woods and open land. Examine the possibility of building your dream home here. Centerville School District. Frontage on Kempton Rd. Smaller tracts like this are very hard to find. Consider combining with Tract 5 for a unique property.

SOIL INFORMATION

SOIL MAP



Soils data provided by USDA and NRCS.



State: **Indiana**
 County: **Wayne**
 Location: **18-16N-14E**
 Township: **Center**
 Acres: **134.36**
 Date: **10/16/2024**

SCHRADER
 Real Estate and Auction Company, Inc.

Maps Provided By:

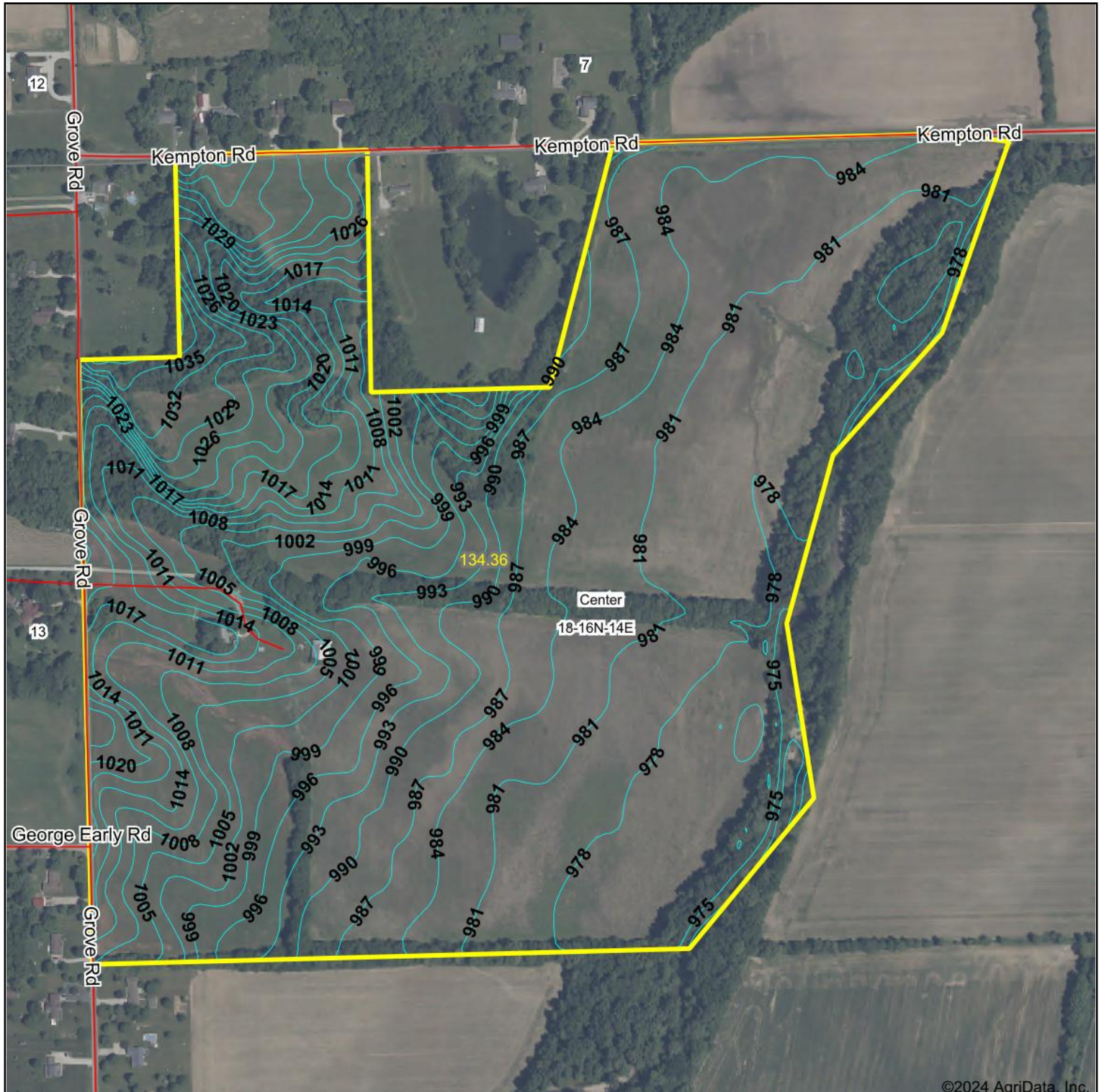
surety
 CUSTOMIZED ONLINE MAPPING
 © AgriData, Inc. 2023 www.AgriDataInc.com



Area Symbol: IN177, Soil Area Version: 25

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Alfalfa hay Tons	Corn Bu	Grass legume hay Tons	Oats Bu	Orchardgrass hay Tons	Pasture AUM	Soybeans Bu	Tall fescue AUM	Tobacco Lbs	Wheat Bu	Winter wheat Bu
We	Westland silty clay loam, 0 to 2 percent slopes	38.85	28.9%		Ilw		174	6			12	49				69
SuD3	Strawn clay loam, 12 to 18 percent slopes, severely eroded	23.61	17.6%		Vle		106	4			7	38				53
EoB2	Eldean loam, 2 to 6 percent slopes, eroded	19.79	14.7%		Ile		106	4			6	36				46
SuC3	Strawn clay loam, 6 to 12 percent slopes, severely eroded	14.50	10.8%		Ive		121	4			8	43				54
MnB2	Miami silt loam, 2 to 6 percent slopes, eroded	14.24	10.6%		Ile		142	5			9	49				63
Sk	Sleeth silt loam, 0 to 2 percent slopes	14.07	10.5%		Ilw		147	5			10	51				59
Ge	Genesee silt loam, 0 to 2 percent slopes, occasionally flooded	5.30	3.9%		Ilw	4	124	3	69	3	3	43	7	3315	35	30
Sh	Shoals silt loam, occasionally flooded	4.00	3.0%		Ilw		131	5			9	43				59
Weighted Average					2.92	0.2	136.8	4.8	2.7	0.1	8.8	44.3	0.3	130.8	1.4	57.7

TOPO CONTOURS MAP



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Source: USGS 10 meter dem

Interval(ft): 3.0

Min: 970.4

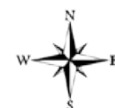
Max: 1,043.3

Range: 72.9

Average: 994.1

Standard Deviation: 16.63 ft

0ft 510ft 1020ft



10/16/2024

18-16N-14E
Wayne County
Indiana

Boundary Center: 39° 50' 30.01, -85° 0' 33.46

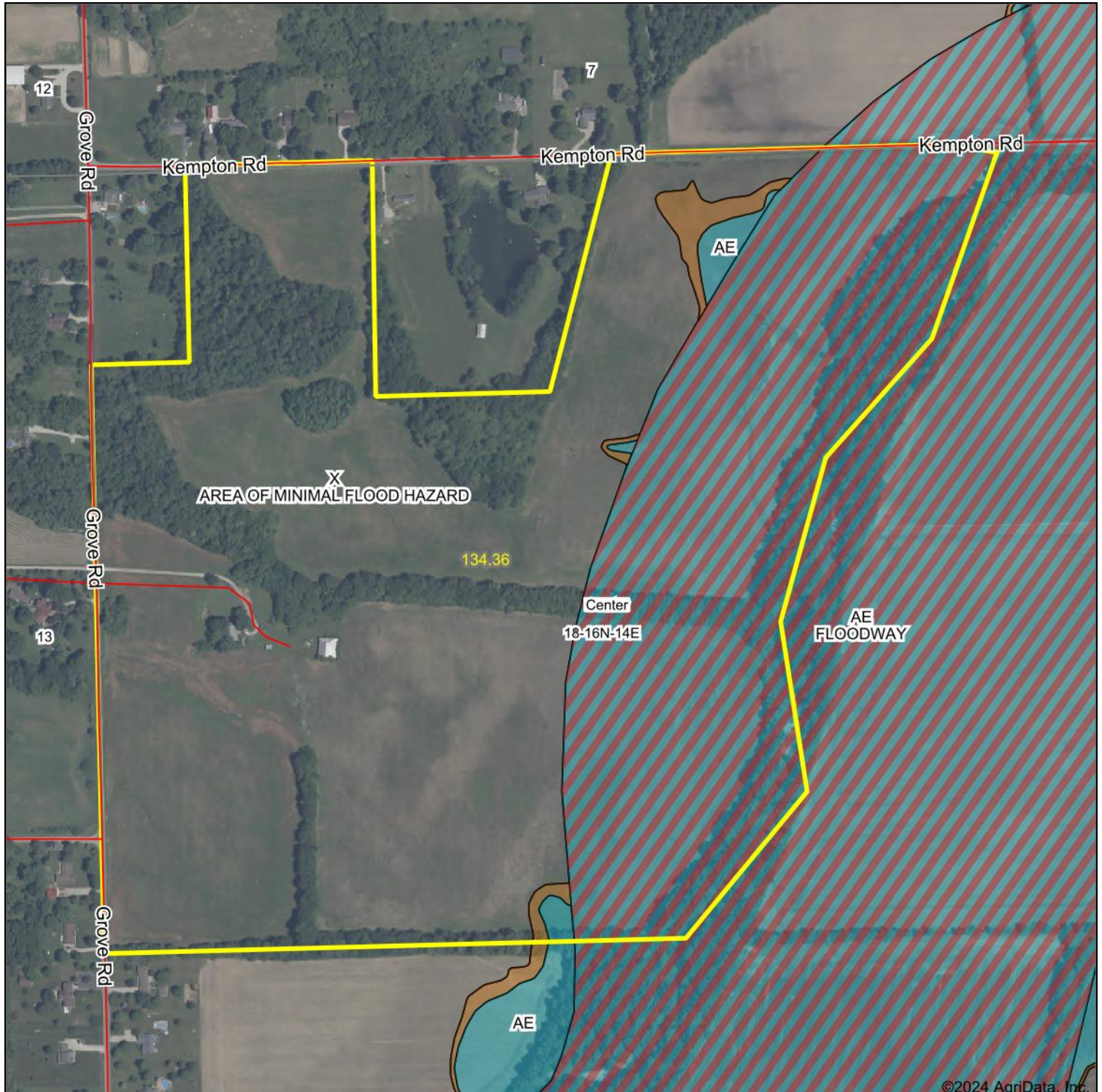
Maps Provided By:



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FLOOD ZONE MAP



Map Center: 39° 50' 30.01, -85° 0' 33.46

0ft 524ft 1047ft

18-16N-14E
Wayne County
Indiana



Maps Provided By:
 **surety**
CUSTOMIZED ONLINE MAPPING
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10/16/2024

Flood related information provided by FEMA

FSA INFORMATION

FSA INFORMATION

INDIANA
WAYNE

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 1836

Prepared : 10/15/24 6:32 AM CST

Crop Year : 2025

Operator Name :
CRP Contract Number(s) : None
Recon ID : None
Transferred From : None
ARCPLC G/F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
133.01	104.00	104.00	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	104.00	0.00			0.00	0.00	0.00	0.00

Crop Election Choice

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

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	21.90	0.00	46	
Corn	38.20	0.00	104	
Soybeans	7.10	0.00	33	0
TOTAL	67.20	0.00		

NOTES

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Tract Number : 915

Description : G7/2A&2B SEC18 TWP16N R14E
FSA Physical Location : INDIANA/WAYNE
ANSI Physical Location : INDIANA/WAYNE
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : RYAN BRYANT
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
133.01	104.00	104.00	0.00	0.00	0.00	0.00	0.0

FSA INFORMATION

INDIANA
WAYNE
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 1836
Prepared : 10/15/24 6:32 AM CST
Crop Year : 2025

Tract 915 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	104.00	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	21.90	0.00	46
Corn	38.20	0.00	104
Soybeans	7.10	0.00	33

TOTAL **67.20** **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, gender identity (including gender expression), sexual orientation, 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.

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FSA INFORMATION

**Farm 1836 Tract 915**
Administered by: Wayne County, Indiana

2024 Certification map prepared on: 12/27/2023

133.01 Tract acres
104.0 Cropland acres
0 CRP acres
All NIRR / Shares:

☐ CRP
☐ CLU

Wetland Determination Identifiers:

● Restricted Use

▼ Limited Restrictions

■ Exempt from Conservation Compliance Provisions

TRS: 16N14E18
Wayne

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

CLU	Acres	HEL	LC	Contract	Prac	Yr
1	4.5	H	2			
IUse:						
NI or IRR						
Shares:						
2	11.81	H	2			
IUse:						
NI or IRR						
Shares:						
3	33.39	N	2			
IUse:						
NI or IRR						
Shares:						
4	1.4	H	2			
IUse:						
NI or IRR						
Shares:						
11	35.52	N	2			
IUse:						
NI or IRR						
Shares:						
18	17.38	H	2			
IUse:						
NI or IRR						
Shares:						

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

COUNTY TAX INFORMATION

\$249,400

COUNTY TAX INFORMATION

89-10-18-000-103,000-004				BRYANT, RYAN J & LINDI M				1043 WEST GROVE RD				Supplemental Land Page				CENTER-934008 (003)/934008- 2/4			
Land Data (Standard Depth: Res 100', CI 100' Base Lot: Res 100' X 100', CI 100' X 100')																			
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					
6	A	SUD3	0	8.410000	0.55	\$2,280	\$1,254	\$10,546	-80%	1.0000	0.00	100.00	0.00	\$2,110					
6	A	WE	0	0.950000	1.19	\$2,280	\$2,713	\$2,577	-80%	1.0000	0.00	100.00	0.00	\$520					
71	A	MNB	0	0.310000	0.89	\$2,280	\$2,029	\$629	-40%	1.0000	0.00	100.00	0.00	\$380					
71	A	SUC3	0	0.190000	0.68	\$2,280	\$1,550	\$295	-40%	1.0000	0.00	100.00	0.00	\$180					
71	A	SUD3	0	0.220000	0.55	\$2,280	\$1,254	\$276	-40%	1.0000	0.00	100.00	0.00	\$170					
82	A		0	2.180000	1.00	\$2,280	\$2,280	\$4,970	-100%	1.0000	0.00	100.00	0.00	\$00					

COUNTY TAX INFORMATION

89-10-18-000-103.000-004

BRYANT, RYAN J & LINDI M

1043 WEST GROVE RD

101, Cash Grain/General Farm

CENTER-934008 (003)/9340

3/4

General Information

Plumbing

Occupancy

Single-Family

TF

3

Description

Residential Dwelling

1 3

0

Story Height

1

0

0

Style

N/A

1

1

Finished Area

2100 sqft

1

1

Make

Water Heaters

1

1

Floor Finish

Add Fixtures

2

2

Earth

Total

5

7

Slab

Tile

Carpet

Unfinished

Sub & Joist

Other

Bedrooms

3

Wood

Living Rooms

1

1

Parquet

Dining Rooms

1

0

Plaster/Drywall

Unfinished

Heat Type

Central Warm Air

Paneling

Other

Roofing

Asphalt

Built-Up

Metal

Slate

Tile

Wood Shingle

Other

Exterior Features

Area

Value

Porch, Open Masonry

240

\$9,500

Stoop, Masonry

30

\$1,500

Description

Area

Value

Stoop, Masonry

30

\$1,500

Stoop, Masonry

30

\$1,500

Stoop, Masonry

30

\$1,500

Stoop, Masonry

30

\$1,500

Stoop, Masonry

30

\$1,500

Stoop, Masonry

30

\$1,500

Stoop, Masonry

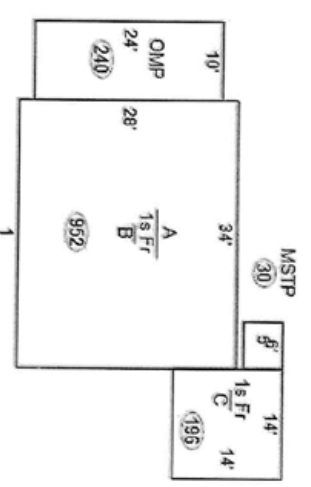
30

\$1,500

Stoop, Masonry

30

\$1,500



Cost Ladder

Floor Constr

Base

Finish

Value

Totals

1 1F-

1148

1148

\$87,400

\$87,400

2

1148

1148

\$87,400

\$87,400

3

1148

1148

\$87,400

\$87,400

4

1148

1148

\$87,400

\$87,400

1/4

1148

1148

\$87,400

\$87,400

1/2

1148

1148

\$87,400

\$87,400

3/4

1148

1148

\$87,400

\$87,400

Attic

952

952

\$16,600

\$16,600

Bsmt

952

0

\$25,800

\$25,800

Crawl

196

0

\$3,100

\$3,100

Slab

196

0

\$3,100

\$3,100

Adjustments

1 Row Type Adj. x 1.00

Total Base

\$132,900

\$132,900

Unfin Int (-)

Ex Liv Units (+)

Rec Room (+)

Loft (+)

Fireplace (+)

No Heating (-)

A/C (+)

No Elec (-)

Plumbing (+/-)

Spec Plumb (+)

Elevator (+)

7 - 5 = 2 x \$800

\$1,600

\$1,600

Sub-Total, One Unit

Sub-Total, 1 Units

Exterior Features (+)

Garages (+) 0 sqft

Quality and Design Factor (Grade)

Location Multiplier

Replacement Cost

\$11,000

\$0

\$145,500

\$0

\$0

\$0

\$0

\$145,500

\$0

\$145,500

\$0

\$0

\$0

\$0

\$145,500

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\$145,500

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Summary of Improvements

Description	Story	Constr	Grade	Year	Eff	Eff	Co	Base	LCM	Adj	Rate	Size	RCN	Norm	Remain.	Abn	PC	Nbhd	Mkt	Cap 1	Cap 2	Cap 3	Improv Value
1: Residential Dwelling	1	Wood Fr	C-1	1930	1930	94 A		\$42.59	0.87	\$37.05		12x24'	\$120,256	45%	\$66,140	0%	100%	1,400	1,000	100.00	0.00	0.00	\$92,600
2: Detached Garage/Boat H	1	Wood Fr	C	1930	1930	94 F		\$9.69	0.87	\$8.69		14x46' x 10'	\$5,428	70%	\$1,630	0%	100%	1,400	1,000	100.00	0.00	0.00	\$7,500
3: Lean-to	1	Concrete	C	1930	1930	94 F		\$9.69	0.87	\$8.69		12x62' x 10'	\$6,272	70%	\$1,860	0%	100%	1,400	1,000	100.00	0.00	0.00	\$1,600
4: Lean-to	1	Concrete	C	1930	1930	94 F		\$33.54	0.87	\$30.49		46' x 48' x 12'	\$47,268	65%	\$16,540	50%	100%	1,400	1,000	100.00	0.00	0.00	\$1,900
5: Type 2 Barn	1	T3AW	D	1930	1930	94 F		\$32.33	0.87	\$29.46		10' x 16' x 8'	\$2,632	70%	\$790	50%	100%	1,400	1,000	100.00	0.00	0.00	\$8,300
6: Type 3 Barn	1	SV	D	1930	1930	94 A			0.87			9x11'		65%		50%	100%	1,400	1,000	100.00	0.00	0.00	\$400
7: Utility Shed	1	SV	D	1930	1930	94 A			0.87			10x16'		65%		0%	100%	1,400	1,000	100.00	0.00	0.00	\$0
8: Utility Shed	1	SV	C	1930	1930	94 A			0.87							0%	100%	1,400	1,000	100.00	0.00	0.00	\$0

Total all pages

\$112,300

Total this page

\$112,300

PRELIMINARY TITLE

PRELIMINARY TITLE



Fidelity National Title Insurance Company

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

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

COMMITMENT CONDITIONS

1. DEFINITIONS

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

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27C170A

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(24100995.PFD24100995B)

PRELIMINARY TITLE

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

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PRELIMINARY TITLE

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

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27C170A

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(24100995.PFD/24100995/6)

PRELIMINARY TITLE

Freedom Title Company, Inc.

By: _____

Freedom Title Company, Inc.

Fidelity National Title Insurance Company

By: _____

Michael J. Nolan
President

ATTEST: _____

Marjorie Nemzura
Secretary

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PRELIMINARY TITLE



Fidelity National Title Insurance Company

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

Issuing Agent: Freedom Title Company, Inc.
Issuing Office: 700 East Main St, Richmond, IN 47374
Issuing Office's ALTA® Registry ID: 0044380
Loan ID No.:
Commitment No.: 24100995
Issuing Office File No.: 24100995
Property Address: 1043 W Grove Rd, Centerville, IN 47330
Revision No.:

SCHEDULE A

1. Commitment Date: October 7, 2024 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Own. Policy (7/1/2021)
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Amount of Insurance: \$ 361,700.00
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: Fee Simple
4. The Title is, at the Commitment Date, vested in: Ryan J. Bryant and Lindi M. Bryant, husband and wife.
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof.

**FIDELITY NATIONAL TITLE INSURANCE
COMPANY**

By: 

Freedom Title Company, Inc.

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27C170 Sch. A

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PRELIMINARY TITLE



Fidelity National Title Insurance Company

SCHEDULE B, PART I - Requirements

Commitment No.: 24100995

File No. 24100995

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. For each policy to be issued as identified in Schedule A, Item 2: the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, addition exceptions or requirements after the designation of the Proposed Insured.
6. The Proposed Policy Amount(s) must be modified to the full value of the estate or interest being insured, and any additional premium must be paid. The Proposed Policy Amount for an owner's policy should reflect the contract sales price unless the Company is furnished with a current appraisal indicating a different value. The Proposed Policy Amount for a loan policy will not be issued for an amount less than the principal amount of the mortgage debt or no more than 20% in excess of the principal debt in order to cover interest, foreclosure costs, etc. Proposed Policy Amount (2) will be revised, and premium will be charged per the Company's Rate Manual then in effect when the final amounts of insurance are approved.
7. A Warranty Deed from Ryan J. Bryant and Lindi M. Bryant, husband and wife, to proposed insured purchaser.
8. A Vendor's Affidavit to be furnished.
9. NOTE: If a conveyance document is to be recorded, a sales disclosure form must be filed in the Wayne County Auditor's office.

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

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

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

10. NOTE FOR INFORMATION: Effective July 1, 2009, HEA 1374 concerning Good Funds in real estate transactions requires funds deposited into an escrow account for closing from any party to the transaction in amounts over \$10,000.00 to be in the form of an

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PRELIMINARY TITLE

SCHEDULE B (Continued)

Commitment No.: 24100995

File No. 24100995

irrevocable wire transfer. Funds deposited into an escrow account for closing in an amount less than \$10,000.00 must be in the form of cash, irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent or check drawn on the trust account of a real estate broker licensed under IC 25-34.1.

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PRELIMINARY TITLE

SCHEDULE B (Continued)

Commitment No.: 24100995

File No. 24100995

SCHEDULE B, PART II - Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Taxes assessed for the year 2023 due and payable in 2024.
Taxing Unit: Center Twp.
Tax Parcel #003-0055 1-00, State ID #89-10-18-000-103.000-004
Auditor's Legal: PT NW SEC 18-16-14 118A & 12.5A NW D NE SEC 18-16-14 3.174A
Assessed Value: Land \$209,200.00, Improvements \$102,200.00
Supplemental Exemption \$0.00, Standard Deduction \$0.00.
a) First Installment \$3,144.57, PAID
b) Second Installment \$3,144.57, PAID
8. Taxes assessed for the year 2024 due and payable in 2025, a lien not yet due and payable.
9. Taxes for subsequent years which are not yet due and payable.
10. The Company assumes no liability for increases in the amount of real estate taxes as shown above as a result of retroactive revaluation of the land and improvements, changes in the usage of the land or the loss of any exemption or deduction applicable to the land insured herein.
11. Municipal assessments, if any, assessed against the land.
12. Easement granted to Wayne County Rural Electric Membership Corporation, recorded in Miscellaneous Record 32, page 40, in the Office of the Wayne County Recorder. (Exact location cannot be determined from the record.)

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PRELIMINARY TITLE

SCHEDULE B (Continued)

Commitment No.: 24100995

File No. 24100995

13. Rights of tenants under unrecorded leases, if any.
14. Rights of the Public, the State of Indiana, and County of Wayne and the municipality in and to that part of the premises taken or used for road purposes.
15. Right of way for drainage tiles, ditches, feeders and laterals, if any.
16. Rights of upper and lower riparian owners in and to the use of the waters of creeks or rivers thereon and the natural flow thereof.
17. Any adverse claim based upon assertion that:
 - a) Said land or any part thereof is now or at any time has been below the ordinary low water mark of Noland's Fork River.
 - b) Some portion of said land has been created by artificial means or has accreted to such portion so created.
 - c) Some portion of said land has been brought within the boundaries thereof by an avulsive movement of Noland's Fork River, or has been formed by accretion to such portion so created.
18. The acreage indicated in the legal description is solely for the purpose of identifying the said tract and should not be construed as insuring the quantity of land.
19. The address shown on Schedule A, is solely for the purpose of identifying said tract and should not be construed as insuring the address shown in the description of the land.
20. NOTE: Subject to an examination for judgments against the proposed insured.
21. NOTE: Indiana state law, effective July 1, 2023, prohibits ownership of certain real property by certain foreign parties. This law can be found at Indiana Code § 1-1-16-1, et seq. ("the Act"). Any loss or damage resulting from a violation of the Act is excluded under the terms of the Policy.

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PRELIMINARY TITLE

"EXHIBIT A"

"A part of the northwest quarter of section Eighteen (18), township Sixteen (16), range Fourteen (14) East, bounded as follows, to wit: Beginning at the southwest corner of said quarter; running thence north along the section line One hundred eleven and seven thousand eight hundred seventeen thousandths (111.7817) rods to a corner; thence east parallel with the north line of said quarter section Ninety-two and sixty-nine hundredths (92.69) rods more or less, to a point in the west line of tract of land formerly owned by J. W. King; thence south Fourteen (14) degrees Twenty-three (23) minutes west Forty-two and thirty-eight hundredths (42.38) rods to the southwest corner of said King's tract; thence south Eighty-four (84) degrees Forty-two (42) minutes east Sixty (60) rods to a point in the middle of the channel of Noland's Fork; thence south Two (2) degrees Twenty-five (25) minutes west Thirty-five (35) rods; thence south Thirty-seven (37) degrees Two (2) minutes west Thirty-eight and seventy-four hundredths (38.74) rods to the quarter section line; thence south Eighty-nine (89) degrees Forty-three (43) minutes west along said quarter section line One hundred eighteen and forty-eight hundredths (118.48) rods to the place of beginning, containing Eighty-one and seventy-two hundredths (81.72) acres, more or less.

ALSO, a part of the northwest and northeast quarters of section Eighteen (18), township Sixteen (16) north, range Fourteen (14) east, beginning at a stake in the north line of said section number Eighteen (18), at a distance of One hundred six (106) rods from the northwest corner; running thence east along the section line Eighty-five and twenty hundredths (85.20) rods to a point in the channel of Noland's Fork; thence south Twenty-seven (27) degrees Fifty-five (55) minutes west along said channel Forty-one and sixty-five hundredths (41.65) rods to an angle in the same; thence south Forty-three (43) degrees Twenty-nine (29) minutes west Thirty-two and forty-eight hundredths (32.48) rods to an angle in the course of said stream; thence south Ten (10) degrees Twenty-two (22) minutes west Thirty-four and sixty-three hundredths (34.63) rods to Charles Staats northeast corner; thence north Eighty-four (84) degrees Fifty-two (52) minutes west along said Charles Staats north line Fifty-nine and ninety-nine hundredths (59.99) rods to a stake; thence north Fourteen (14) degrees Twenty-three (23) minutes east Ninety-one and ninety-five hundredths (91.95) rods to the place of beginning, containing Forty (40) acres.

ALSO, part of the northwest quarter of section Eighteen (18), township Sixteen (16), range Fourteen (14) East, bounded and described as follows, to wit: Commencing at a stone in the west line of the northwest quarter of section Eighteen (18), township Sixteen (16) North, range Fourteen (14) East, Forty (40) rods south of the northwest corner of said quarter section, and running thence east Twenty (20) rods and Six (6) feet; thence north Ten (10) rods; thence West Six (6) feet; thence north Thirty (30) rods to the north line of said quarter; thence east along said north line Eighty-six (86) rods to a stone; thence south Fourteen (14) degrees Twenty-three (23) minutes west Forty-nine and Fifty-seven hundredths (49.57) rods to a stone; thence west parallel to the north line of said quarter Ninety-three and seventy hundredths (93.70) rods to a stone in the west line of said quarter; thence north along said west line Eight and three hundredths (8.03) rods to the place of beginning, containing Twenty-five (25) acres, more or less.

EXCEPTING THEREFROM, a part of the northwest quarter of section Eighteen (18), township Sixteen (16) North, range Fourteen (14) east, bounded and described as follows, to wit: Commencing at a stone in the north line of said northwest quarter section One hundred six (106) rods east of the northwest corner thereof and running thence south Fourteen (14) degrees Twenty-three (23) minutes west Eight hundred seventeen and nine tenths (817.9) feet to a stone; thence west parallel to the north line of said quarter Five hundred eighty-five and five tenths (585.5) feet; thence north parallel to the line of said quarter Seven hundred ninety-two and five tenths (792.5) feet to the north line thereof; thence east along said north line Seven hundred eighty-eight and sixty-seven hundredths (788.67) feet to the place of beginning, containing Twelve and five tenths (12.5) acres."

EXCEPTING THEREFROM that portion of the following described real estate located within the bounds of the above-described forty (40) acre tract:

A part of the Northeast Quarter of Section 18, Township 16 North, Range 14 East, Wayne County, Indiana intended to be all that part of Instrument Number 1355, Book 294, Page 877 lying within the proposed right of way together with any gaps depicted on the Right of Way Parcel Plat for Wayne County Bridge No. 52 attached hereto as Exhibit "A" and more particularly described as follows:

PRELIMINARY TITLE

Commencing at the Northwest Corner of the Northeast Quarter of Section 18, Township 16 North, Range 14 East, thence along the north line of said Section S 89° 44' 11" E, 141.933 meters (465.66 feet) to the point of beginning of this description; thence continuing along said section line S 89° 44' 11" E, 226.704 meters (743.78 feet) to a point in the channel of Noland's Fork, said point being on the east line of the owner's land; thence along said channel and east line S 59° 37' 28" W, 35.462 meters (116.35 feet) to a point on proposed right of way; thence along proposed right of way S 89° 49' 23" W, 36.205 meters (118.78 feet); thence along proposed right of way N 87° 39' 15" W, 140.089 meters (459.61 feet); thence along proposed right of way N 70° 01' 23" W, 21.240 meters (69.69 feet) to a point on the existing right of way; thence, N 00° 18' 02" E, 6.096 meters (20.00 feet) to the point of beginning of this description, containing 0.334 hectares (0.826 acres) more or less. The portion of the above described real estate which is not already embraced within public right of way contains 0.199 hectares (0.492 acres), more or less.

PRELIMINARY TITLE

2010000652 TRTEE DEED \$22.00
01/28/2010 02:44:25P 3 PGS
Deborah Resh
Wayne County Recorder IN
Recorded as Presented

1.00 per
sq. ft.
BRYANT

TRUSTEE'S DEED

THIS INDENTURE WITNESSETH, that Mary Ellen Turner, **TRUSTEE OF THE GENEVA JENKINS TRUST**, conveys and warrants to **RYAN J. BRYANT and LINDI M. BRYANT**, husband and wife, of Ft. Bend County, in the State of Texas, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt whereof is hereby acknowledged, the following described real estate in Wayne County, in the State of Indiana, to-wit:

31-18-000-103.000-03

See "Exhibit A" attached hereto and made a part hereof.

SUBJECT TO the first installment of real estate taxes for the year 2009, due and payable in May, 2010, together with all subsequent taxes which the Grantees herein assume and agree to pay as a part of the consideration hereof.

SUBJECT TO easement granted to Wayne County Rural Electric Membership Corporation, recorded in Miscellaneous Record 32, page 40.

SUBJECT TO rights of upper and lower riparian owners in and to the use of the waters of creeks or rivers thereon and the natural flow thereof.

SUBJECT TO any adverse claim based upon assertion that 1) said land or any part thereof is now or at any time has been below the ordinary low water mark of the creeks or waterways, 2) some portion of said land has been created by artificial means or has accreted to such portion so created, and/or 3) some portion of said land has been brought within the boundaries thereof by an avulsive movement of the creeks or waterways, or has been formed by accretion to such portion so created.

SUBJECT TO rights and claims of parties in possession.

SUBJECT TO any and all other easements, highways, rights-of-way, covenants, conditions, restrictions, assessments and other matters of record or that would be disclosed by an accurate survey or physical inspection of the real estate.

Grantees shall be entitled to all cropland lease payments for 2010.

TO HAVE AND TO HOLD the above described real estate to Grantees and Grantees' successors and assigns forever. Grantor covenants and warrants that said real estate is free to any encumbrance made or suffered by Grantor and that Grantor and Grantor's successors shall warrant and defend that same to Grantees and Grantees' successors and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other.

DULY ENTERED FOR TAXATION
This 28 day of Jan., 2010
Karen L. Stevens
AUDITOR OF WAYNE COUNTY

Sales Disclosure Approved
Wayne County Assessor

PRELIMINARY TITLE

Grantor recites that she is the duly qualified Successor Trustee of the Geneva Jenkins Trust; said trust is in writing and in force and effect on the date of this deed; and said Trustee is authorized by said trust to make the conveyance of the real estate herein and Grantees need not look to the terms of the Trust Agreement to determine such authority.

Grantor recites that Geneva Jenkins died on February 26, 2008.

IN WITNESS WHEREOF, the said Mary Ellen Turner, Trustee of the Geneva Jenkins Trust, has hereunto set her hand and seal this 20 day of January, 2010.

GENEVA JENKINS TRUST

By: Mary Ellen Turner, Trustee
Mary Ellen Turner, Trustee

STATE OF INDIANA, COUNTY OF WAYNE, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Mary Ellen Turner, Trustee of the Geneva Jenkins Trust, who acknowledged the execution of the foregoing Trustee's Deed to be her voluntary act and deed, and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and seal this 20 day of January, 2010.

My Comm. Expires July 9, 2017
Tricia K. Frame
SEAL
Notary Public, State of Indiana
My Commission Expires
July 9, 2017

Tricia K. Frame (SEAL)
(), Notary Public
Residing in Union County, Indiana

This instrument prepared by Kirk A. Weikart, Attorney at Law

Mail Tax Statements to: 1043 Guinevere Dr. Sugar Land TX 77479

Grantee's Street or Rural Route Address: 1043 Guinevere Dr. Sugar Land TX 77479

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

PRELIMINARY TITLE

"EXHIBIT A"

"A part of the northwest quarter of section Eighteen (18), township Sixteen (16), range Fourteen (14) East, bounded as follows, to wit: Beginning at the southwest corner of said quarter; running thence north along the section line One hundred eleven and seven thousand eight hundred seventeen thousandths (111.7817) rods to a corner; thence east parallel with the north line of said quarter section Ninety-two and sixty-nine hundredths (92.69) rods more or less, to a point in the west line of tract of land formerly owned by J. W. King; thence south Fourteen (14) degrees Twenty-three (23) minutes west Forty-two and thirty-eight hundredths (42.38) rods to the southwest corner of said King's tract; thence south Eighty-four (84) degrees Forty-two (42) minutes east Sixty (60) rods to a point in the middle of the channel of Noland's Fork; thence south Two (2) degrees Twenty-five (25) minutes west Thirty-five (35) rods; thence south Thirty-seven (37) degrees Two (2) minutes west Thirty-eight and seventy-four hundredths (38.74) rods to the quarter section line; thence south Eighty-nine (89) degrees Forty-three (43) minutes west along said quarter section line One hundred eighteen and forty-eight hundredths (118.48) rods to the place of beginning, containing Eighty-one and seventy-two hundredths (81.72) acres, more or less.

ALSO, a part of the northwest and northeast quarters of section Eighteen (18), township Sixteen (16) North, range Fourteen (14) East, beginning at a stake in the north line of said section number Eighteen (18), at a distance of One hundred six (106) rods from the northwest corner; running thence east along the section line Eighty-five and twenty hundredths (85.20) rods to a point in the channel of Noland's Fork; thence south Twenty-seven (27) degrees Fifty-five (55) minutes west along said channel Forty-one and sixty-five hundredths (41.65) rods to an angle in the same; thence south Forty-three (43) degrees Twenty-nine (29) minutes west Thirty-two and forty-eight hundredths (32.48) rods to an angle in the course of said stream; thence south Ten (10) degrees Twenty-two (22) minutes west Thirty-four and sixty-three hundredths (34.63) rods to Charles Staats northeast corner; thence north Eighty-four (84) degrees Fifty-two (52) minutes west along said Charles Staats north line Fifty-nine and ninety-nine hundredths (59.99) rods to a stake; thence north Fourteen (14) degrees Twenty-three (23) minutes east Ninety-one and ninety-five hundredths (91.95) rods to the place of beginning, containing Forty (40) acres.

ALSO, part of the northwest quarter of section Eighteen (18), township Sixteen (16), range Fourteen (14) East, bounded and described as follows, to wit: Commencing at a stone in the west line of the northwest quarter of section Eighteen (18), township Sixteen (16) North, range Fourteen (14) East, Forty (40) rods south of the northwest corner of said quarter section, and running thence east Twenty (20) rods and Six (6) feet; thence north Ten (10) rods; thence West Six (6) feet; thence north Thirty (30) rods to the north line of said quarter; thence east along said north line Eighty-six (86) rods to a stone; thence south Fourteen (14) degrees Twenty-three (23) minutes west Forty-nine and Fifty-seven hundredths (49.57) rods to a stone; thence west parallel to the north line of said quarter Ninety-three and seventy hundredths (93.70) rods to a stone in the west line of said quarter; thence north along said west line Eight and three hundredths (8.03) rods to the place of beginning, containing Twenty-five (25) acres, more or less.

EXCEPTING THEREFROM, a part of the northwest quarter of section Eighteen (18), township Sixteen (16) North, range Fourteen (14) East, bounded and described as follows, to wit: Commencing at a stone in the north line of said northwest quarter section One hundred six (106) rods east of the northwest corner thereof and running thence south Fourteen (14) degrees Twenty-three (23) minutes west Eight hundred seventeen and nine tenths (817.9) feet to a stone; thence west parallel to the north line of said quarter Five hundred eighty-five and five tenths (585.5) feet; thence north parallel to the line of said quarter Seven hundred ninety-two and five tenths (792.5) feet to the north line thereof; thence east along said north line Seven hundred eighty-eight and sixty-seven hundredths (788.67) feet to the place of beginning, containing Twelve and five tenths (12.5) acres."

EXCEPTING THEREFROM that portion of the following described real estate located within the bounds of the above-described forty (40) acre tract:

A part of the Northeast Quarter of Section 18, Township 16 North, Range 14 East, Wayne County, Indiana intended to be all that part of Instrument Number 1355, Book 294, Page 877 lying within the proposed right of way together with any gaps depicted on the Right of Way Parcel Plat for Wayne County Bridge No. 52 attached hereto as Exhibit "A" and more particularly described as follows:

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JAN 28 2010

RECORDED

DEBORAH RESH, R.W.C.

PRELIMINARY TITLE

40

MISC 32-40

Grantors reserve to themselves full use and enjoyment of said land insofar as it shall not interfere with the easements hereby granted.

In Witness Whereof grantors sign this easement as of the 13th day of January, 1938.

JOHN L. BOYD (SEAL)

MARGARET BOYD (SEAL)

State of Florida, County of Brevard, ss:

Before me, the undersigned notary public in and for said county and state on the 13th day of January, 1938, personally appeared John L. Boyd and Margaret Boyd and duly acknowledged the execution of foregoing easement.

(N.S.) Gladys Peel (SEAL) Notary Public.

(N.P. SEAL)

Notary Public, State of Florida at Large
My Commission Expires Feb. 6, 1940.

Recorded April 21, 1938 @ 2:00 P.M.

Calvin R. Davis, R.W. C.

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EASEMENT--Walter W. Mulligan et al to Wayne County Remo.

Line AB
Easement 19

Line AB-4
Easement 1A; 1B; 4

State of Indiana, County of Wayne, ss:

KNOW ALL MEN BY THESE PRESENTS, That we, Walter W. Mulligan and Pearl X. Mulligan, husband and wife, of the aforesaid county and state, grantors, in consideration of its services to rural residents of said county in constructing and maintaining an electric transmission or distribution line or system, and for other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto the Wayne County Rural Electric Membership Corporation, grantee, its successors and assigns, the following easement or easements upon our lands hereinafter mentioned, to-wit:

TREE CUTTING

To cut 2 trees as follows on south side of county road on north side of farm in north west corner of field between pole #42 and pole #43 of grantee's project.

ANCHORS

To place, maintain, repair or renew One (1) anchors and attendant guy wires and other appurtenances, at approximately the following places: East from pole #2 of grantee's project in fence line in the north west corner of farm on east side of county road

TREE CUTTING

To cut 4 trees as follows in the north west corner of farm on the east side of county road and about 2 rods south from pole #2 of grantee's project.

ANCHORS

To place, maintain, repair or renew One (1) anchors and attendant guy wires and other appurtenances, at approximately the following places: East from pole #7 X in field about 12 feet on east side of county road about 20 rods north from southwest-corner of farm.

PRELIMINARY TITLE

41

Each aforesaid easement includes the right at any time to enter upon grantors' land, with the necessary tools and equipment, to do the acts mentioned.

The grantors own the land on which the aforesaid easements are granted and they have full right to grant such easements free of all encumbrances except taxes or assessments not yet due and except as hereinafter stated.

Said land is situated in the aforesaid county and state, in the West half of the Northwest quarter of Section Eighteen (18), in Township Center 16 N. of Range 14 E.

Grantors reserve to themselves full use and enjoyment of said land insofar as it shall not interfere with the easements hereby granted.

In Witness Whereof grantors sign this easement as of the 23rd day of December, 1937.

Walter G. Mulligan (SEAL)

Pearl K. Mulligan (SEAL)

State of Indiana, County of Wayne, ss:

Before me, the undersigned notary public in and for said county and state on the 23rd day of December, 1937, personally appeared Walter G. Mulligan and Pearl K. Mulligan and duly acknowledged the execution of foregoing easement.

(N.S.) Alvin Snyder (SEAL)

Notary Public.

(N.P. SEAL)

My commission expires: November 29-1941.

Recorded April 21, 1938 @ 2:00 p.m.

Calvin R. Davis, R. "C."

#####

2865 EASEMENT--Claude B. Kitterman et al to Wayne County Rema.

Line AB-4

Easement 13; 14; 14A; 14B

State of Indiana, County of Wayne, ss:

KNOW ALL MEN BY THESE PRESENTS, That we, Claude B. Kitterman and Lenne K. Kitterman, husband and wife, of the aforesaid county and state, grantors, in consideration of its services to rural residents of said county in constructing and maintaining an electric transmission or distribution line or system, and for other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto the Wayne County Rural Electric Membership Corporation, grantees, its successors and assigns, the following easement or easements upon our lands hereinafter mentioned, to-wit:

ANCHORS

To place, maintain, repair or renew One (1) anchors and attendant guy wires and other appurtenances, at approximately the following places: North from pole 24X in field on north side of county road and in the south east corner of farm.

POLES

To place, maintain, repair or renew One (1) poles with their incident supports and other appurtenances, at approximately the following places:

PHOTOS

PHOTOS



PHOTOS



PHOTOS



PHOTOS



PHOTOS



PHOTOS



PHOTOS



PHOTOS



PHOTOS



PHOTOS



SCHRADER REAL ESTATE & AUCTION CO., INC.

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

260-244-7606 or 800-451-2709

SchraderAuction.com

