

Churubusco, IN • Allen County

House • Barn • Grain Bins • Land
Potential Country Building Sites

85.25±
Acres

Offered in 7 Tracts or Any Combinations of Tracts

INFORMATION BOOKLET



Outstanding
**LAND
AUCTION**

THURSDAY, MARCH 20th • 6:00PM

800-451-2709 | SchraderAuction.com

DISCLAIMER:

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

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

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

Steven Craig Coil, AU12300065

Eric L. Ott, AU11600071

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 & CONDITIONS:

PROCEDURE: The property will be offered in SEVEN (7) individual tracts, any combination of tracts and as a total 85.25± 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. The property will be bid in a manner resulting in the highest total sale price.

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

ACCEPTANCE OF BID PRICES: All successful bidders will be required to enter into Purchase Agreements at the auction site immediately following the close of the auction. All final bid prices are subject to the Sellers' acceptance or rejection. The terms of this agreement and any addendum are non-negotiable.

EVIDENCE OF TITLE: Seller shall provide the Owner's title insurance policy in the amount of the purchase price.

DEED: Seller shall provide Warranty Deed(s).

PERIMETER DRAIN TILE EASEMENT: Easement access will be provided over tracts in this property for perimeter drain tile outlets if perimeter drain tile outlets beyond each individual tract are required by the Allen County Health Department.

CLOSING: The balance of the real estate purchase price is due at closing, which is targeted to take place approximately 45 days after the auction.

POSSESSION: Buyer(s) shall receive possession at closing.

FARMING RIGHTS: Buyer(s) shall receive all farming rights for 2025.

REAL ESTATE TAXES: The Seller shall pay the 2024 Real Estate taxes due in 2025 and the Buyer(s) shall pay all

thereafter.

DITCH ASSESSMENTS: Buyer(s) shall pay all ditch assessments due after closing.

PROPERTY INSPECTION: Each potential Bidder is responsible for conducting, at their own risk, their own independent inspections, investigations, inquiries, and due diligence concerning the property. Inspection dates have been scheduled and will be staffed with auction personnel. Further, Seller disclaims any and all responsibility for Bidder's safety during any physical inspection of the property. No party shall be deemed an invitee of the property by virtue of the offering of the property for sale.

TRACT MAP(S) AND ACREAGE: All tract map(s), tract acreage, dimensions and proposed boundaries are approximate and have been estimated based on current legal descriptions and/or aerial photos. They are not provided as survey products and are not intended to depict or establish authoritative boundaries or locations.

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. The 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.

ALLEN COUNTY BUILDING PERMITS: Allen County Building Department will issue only one building permit per year on Tracts #1-4 because they are being split off one parcel number. Additionally, Allen County Building Department will issue only one building permit per year on Tracts #5-7 because they are being split off one parcel number. Allen County operates on a first come, first serve basis.

NEW DRIVEWAY: Per Jason Hanaway at INDOT, (260) 247-4385 or jhanaway@indot.in.gov; IF Tracts #2 and

#3 sell together as "one parcel", INDOT will request that only one new driveway be created for ingress/egress purposes onto State Road 205.

EASEMENTS: All real estate is being sold subject to any existing recorded easements.

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

DISCLAIMER AND ABSENCE OF WARRANTIES: All information contained in this brochure and all related materials are subject to the terms and conditions outlined in the Purchase Agreement. The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. All sketches and dimensions in the brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company. The 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.

NEW INFORMATION, CORRECTIONS AND CHANGES: Please arrive prior to the scheduled auction time to inspect any changes or additions to the property information. **BIDDER PRE-REGISTRATION IS STRONGLY ENCOURAGED!**

BOOKLET INDEX

- **BIDDER PRE-REGISTRATION FORM**
- **ONLINE BIDDING REGISTRATION FORM**
- **LOCATION MAP & AERIAL TRACT MAPS**

FARM #1 (Tracts 1-4)

- **TAX REPORT**
- **SOIL INFORMATION** (*Soils, Topography, Flood Maps*)
- **FSA FARM RECORD** (*Tracts 1-7*) & **MAP**
- **SELLER'S RESIDENTIAL R/E DISCLOSURE(S)** (*Tract 1*)
- **LEAD-BASED PAINT CERTIFICATION** (*Tract 1*)
- **OLD TILE MAPS & BUILDING LOCATION INFO**
- **PRELIMINARY TITLE / TITLE WORK EXCEPTIONS**

FARM #2 (Tracts 5-7)

- **TAX REPORT**
- **SOIL INFORMATION** (*Soils, Topography, Flood Maps*)
- **FSA FARM MAP**
- **PRELIMINARY TITLE**
- **PHOTOS**

For Information Call Sale Managers:
Steven Coil, 260-446-2037 and Eric Ott, 260-413-0787



REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

THURSDAY, MARCH 20, 2025

85.25± ACRES – ALLEN 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 Thursday, March 13, 2025.
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
85.25± Acres • Allen County, Indiana
Thursday, March 20, 2025

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 Thursday, March 20, 2025 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, Thursday, March 13, 2025**. Send your deposit and return this form via fax or email to: **260-244-4431 or auctions@schraderauction.com**.

I understand and agree to the above statements.

Registered Bidder's signature

Date

Printed Name

This document must be completed in full.

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

E-mail address of registered bidder: _____

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

- **LOCATION MAP**
- **AERIAL TRACT MAPS**

LOCATION MAP



OPEN HOUSE/INSPECTION DATES:

Wednesday, February 19th • 3-5PM | Wednesday, February 26th • 3-5PM
Wednesday, March 12th • 4-5PM

Meet Auction Manager on Site or Call Auction Manager for a Private Showing.

PROPERTY LOCATION:

(FARM #1) 12730 EAST STATE ROAD 205, CHURUBUSCO, IN 46723 AND
(FARM #2) 11500 DUGLAY ROAD, CHURUBUSCO, IN 46723

AUCTION LOCATION: COUNTRY HERITAGE WINERY AND VINEYARD,
0185 CR 68, LAOTTO, IN 46763

AERIAL TRACT MAP - (Tracts 1-4)



TRACT DESCRIPTIONS:

TRACT 1 (FARM #1): HOUSE, BARN, GRAIN BINS, AND 7± ACRES! With road frontage on State Road 205, this tract includes a 1920's, 1,844± sq. ft. 1-1/2 story farmhouse, with a two-car attached garage, 3 bedrooms (potentially 4) and 1 bath on a 922 sq. ft. basement. The farmhouse has gas forced heat, central air conditioning, private septic system and a private well. This tract also includes barns, lean-to's, utility sheds and two steel grain bins. If you desire a turnkey, mini farm in Northwest Allen County Schools, here is your one-time opportunity!

TRACT 2 (FARM #1): 25± ACRES! With road frontage on State Road 205, this tract is primarily tillable land. The soil is a mix of Blount loam, Pewamo silty clay loam and Glynwood silt loam. *Combine tracts 2 & 3 for 57.50± acres in Allen County!* (See "New Driveway" under Auction Terms & Conditions).

TRACT 3 (FARM #1): 32.50± ACRES WITH WOODS! With road frontage on State Road 205, this tract is primarily tillable land and includes 6± acres of woods with access to a regulated ditch for drainage purposes. The soil is a mix of Glynwood silt loam, Pewamo silty clay loam, and Blount loam. *Combine tracts 1, 2 & 3 for 64.50± acres in Allen County!*

(See "New Driveway" under Auction Terms & Conditions).

TRACT 4 (FARM #1): 10.75± ACRE POTENTIAL BUILDING SITE! With road frontage on State Road 205, this tract is primarily tillable land with access to a regulated ditch for drainage purposes. The soil is a mix of Glynwood silt loam, Pewamo silty clay loam and Morley silt loam. Consider the possibilities of this tract in Northwest Allen County Schools!

AERIAL TRACT MAP - (Tracts 5-7)



TRACT 5 (FARM #2): 3.25± ACRE POTENTIAL BUILDING SITE! With road frontage on Duglay Road, this tract is primarily tillable land with access to a regulated ditch for drainage purposes. The soil is a mix of Blount loam and Morley silt loam. Consider the possibilities of this tract in Northwest Allen County Schools! *Combine tracts 5 & 6 for 6.50± acres!*

TRACT 6 (FARM #2): 3.25± ACRE POTENTIAL BUILDING SITE! With road frontage on Duglay Road, this tract is primarily tillable land with access to a regulated ditch for drainage purposes. The soil is a mix of Blount loam and Morley silt loam. Consider the possibilities of this tract in Northwest Allen County Schools! *Combine tracts 6 & 7 for 6.75± acres!*

TRACT 7 (FARM #2): 3.50± ACRE POTENTIAL BUILDING SITE! With road frontage on Duglay Road, this tract is primarily tillable land with access to a regulated ditch for drainage purposes. The soil is a mix of Morley silt loam and Eel silt loam. Consider the possibilities of this tract in Northwest Allen County Schools! *Combine tracts 5, 6 & 7 for 10± acres!*

FARM #1
(TRACTS 1-4)

TAX REPORT - (Tracts 1-4)



LowTaxInfo

Allen
County



Future Year Mailing Address Changed to: 248 Jadis Ct, Fort Wayne, IN 46845

12730 E Sr 205

Churubusco, IN 46723

Green Family Farms LLC

12520 Wandering Way
Fort Wayne, IN 46818



Spring Due by 05/10/2024: \$0.00

Fall Due by 11/12/2024: \$0.00

\$0.00

Total Due ⓘ



Allen County

Powered by Esri

Property Information

Tax Year/Pay Year

2023 / 2024

Duplicate Number

1810431

Parcel Number

02-01-07-300-001.000-044

Property Type

Real

TAX REPORT - (Tracts 1-4)

Tax Unit / Description

44 - Eel River

Property Class

AGRICULTURAL - CASH GRAIN/GENERAL FARM

Mortgage Company

None

TIF

None

Homestead Credit Filed?

No

Over 65 Circuit Breaker?

No

Legal Description

Note: Not to be used on legal documents

W1/2 Sw1/4 Fr1 N Of Rr Ex E 11.96a & Ex Tracts Sec 7

79.08a

Section-Township-Range

No Info

Parcel Acres

79.08

Lot Number

No Info

Block/Subdivision

No info

Billing

Detail

	Tax Bill	Adjustments	Balance
Spring Tax:	\$2,710.94	\$0.00	\$2,710.94
Spring Penalty:	\$0.00	\$0.00	\$0.00
Spring Annual:	\$0.00	\$0.00	\$0.00
Fall Tax:	\$2,710.94	\$0.00	\$2,710.94
Fall Penalty:	\$0.00	\$0.00	\$0.00
Fall Annual:	\$0.00	\$0.00	\$0.00
Delq NTS Tax:	\$0.00	\$0.00	\$0.00
Delq NTS Pen:	\$0.00	\$0.00	\$0.00
Delq TS Tax:	\$0.00	\$0.00	\$0.00
Delq TS Pen:	\$0.00	\$0.00	\$0.00
Other Assess:	\$154.08	\$0.00	\$154.08
Late Fine:	\$0.00	\$0.00	\$0.00
20% Penalty:	\$0.00	\$0.00	\$0.00
Demand Fee:	\$0.00	\$0.00	\$0.00
Jdg Tax/Pen/Int:	\$0.00	\$0.00	\$0.00
Judgement Fee:	\$0.00	\$0.00	\$0.00
Advert Fee:	\$0.00	\$0.00	\$0.00
Tax Sale Fee:	\$0.00	\$0.00	\$0.00
NSF Fee:	\$0.00	\$0.00	\$0.00
Certified to Court:	\$0.00	\$0.00	\$0.00

TAX REPORT - (Tracts 1-4)

	Tax Bill	Adjustments	Balance
LIT Credits:	\$454.57	\$0.00	\$454.57
PTRC:	\$0.00	\$0.00	\$0.00
HMST Credit:	\$0.00	\$0.00	\$0.00
Circuit Breaker Credit:	\$0.00	\$0.00	\$0.00
Over 65 CB Credit:	\$0.00	\$0.00	\$0.00
Tax and Penalty:			\$5,421.88
Other Assess (+):			\$154.08
Fees (+):			\$0.00
Cert to Court (-):			\$0.00
Subtotal:			\$5,575.96
Receipts:			\$5,575.96
Total Due:			\$0.00
Surplus Transfer:			\$0.00
Account Balance:			\$0.00

Payments

Payable Year	Entry Date	Payable Period	Amount Paid	Notes	Property Project
2024	04/17/2024	S	\$2,787.98	Lock Box Payment Check Nbr 1128	N
2024	04/17/2024	S	\$2,787.98	Lock Box Payment Check Nbr 1128	N

Tax History

Pay Year	Spring	Fall	Delinquencies	Total Tax	Payments
2024	\$2,787.98	\$2,787.98	\$0.00	\$5,575.96	\$5,575.96
2023	\$2,010.18	\$2,010.18	\$0.00	\$4,020.36	\$4,020.36
2022	\$1,931.49	\$1,931.49	\$0.00	\$3,862.98	\$3,862.98
2021	\$1,918.14	\$1,918.14	\$4,454.08	\$8,290.36	\$8,290.36
2020	\$2,024.58	\$2,024.58	\$202.46	\$4,251.62	\$0.00
2019	\$1,439.56	\$1,439.56	\$0.00	\$2,879.12	\$2,879.12
2018	\$1,608.76	\$1,608.76	\$0.00	\$3,217.52	\$3,217.52
2017	\$1,865.08	\$1,865.08	\$0.00	\$3,730.16	\$3,730.16

TAX REPORT - (Tracts 1-4)

Pay Year	Spring	Fall	Delinquencies	Total Tax	Payments
2016	\$1,997.61	\$1,997.61	\$0.00	\$3,995.22	\$3,995.22
2015	\$1,992.86	\$1,992.86	\$0.00	\$3,985.72	\$3,985.72
2014	\$1,823.08	\$1,823.08	\$0.00	\$3,646.16	\$3,646.16
2013	\$1,756.63	\$1,756.63	\$0.00	\$3,513.26	\$3,513.26
2012	\$1,515.52	\$1,515.52	\$0.00	\$3,031.04	\$3,031.04
2011	\$1,552.88	\$1,552.88	\$0.00	\$3,105.76	\$3,105.76

Tax Overview

Current Tax Summary

Tax Summary Item	2023	2024
1. Gross assessed value of property		
1a. Gross assessed value of land and improvements	\$0	\$0
1b. Gross assessed value of all other residential property	\$235,400	\$309,400
1c. Gross assessed value of all other property	\$29,800	\$29,300
2. Equals total gross assessed value of property	\$265,200	\$338,700
2a. Minus deductions	\$0	\$0
3. Equals subtotal of net assessed value of property	\$265,200	\$338,700
3a. Multiplied by your local tax rate	1.585	1.735
4. Equals gross tax liability	\$4,203.42	\$5,876.45
4a. Minus local property tax credits	(\$262.14)	(\$454.57)
4b. Minus savings due to property tax cap	\$0.00	\$0.00
4c. Minus savings due to 65 years & older cap	\$0.00	\$0.00
4d. Minus savings due to county option circuit breaker credit	\$0.00	\$0.00
5. Total property tax liability	\$3,941.28	\$5,421.88

Assessed Values as of 04/07/2023

Land Value	\$159,600
Improvements	\$179,100

Exemptions / Deductions

Description	Amount
No data	

Other Assessments

TAX REPORT - (Tracts 1-4)

Assessment Name	Billing	Adjustments	Balance
0131400 - Martin Johnson Drain	\$79.08	\$0.00	\$79.08
0131940 - Geller Rodenbeck Dra	\$75.00	\$0.00	\$75.00

History

Property

Event	Date	Effective Date	Create Year	Related Parcel Number	Book	Page	Doc Nbr
No data							

Transfer

Transferred From	Transfer Date	Reference Number	Document Number	Book	Page
Green James H & Carol S	02/22/2018		2018009747		
Green Howard A & Freeda L	04/21/1976	J-1559	760008519		
Prior To Tax System	01/01/1801	Z1			

TAX REPORT - (Tracts 1-4)

02-01-07-300-001.000-044 12730 SR 205 101, Cash Grain/General Farm AG/RURAL RES HOMESIT 1/2

General Information Green Family Farms LLC Ownership Transfer of Ownership Doc ID Code Book/Page Adj Sale Price VII

Parcel Number 02-01-07-300-001.000-044 Green Family Farms LLC Date 02/22/2018 2018009747 QC / I

Local Parcel Number 14-0007-0023 GREEN JAMES H & C 01/01/1900 WD / I

Tax ID: Routing Number Property Class 101 Cash Grain/General Farm

Year: 2024

County Allen Township EEL RIVER TOWNSHIP

District 044 (Local 014) 044 EEL RIVER (14) School Corp 0225 NORTHWEST ALLEN COUNTY

Neighborhood 441003-044 AG/RURAL RES HOMESITES 01 (

Section/Plat 0007 Location Address (1) 12730 SR 205 CHURUBUSCO, IN 46723

Zoning Subdivision Lot Market Model Res | EEL 441001-3 < 2199

Topography Rolling Characteristics Flood Hazard ERA TIF

Public Utilities Electricity Streets or Roads Paved Neighborhood Life Cycle Stage Other

Printed Tuesday, September 3, 2024 Review Group 2022

Data Source N/A Collector 09/12/2022 mxreaa Appraiser 09/12/2022 mxreaa

Legal W1/2 SW1/4 FRL N OF RR EX E 11 56A & EX TRACTS SEC 7 79.08A

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

Assessment Year Reason For Change As Of Date Valuation Method Equalization Factor Notice Required

2024 WIP 01/31/2024 Indiana Cost Mod 1.0000

Land \$182,700 \$159,600 \$135,500 \$122,900 \$122,200

Land Res (1) \$45,000 \$45,000 \$45,000 \$45,000 \$45,000

Land Non Res (2) \$137,700 \$114,600 \$90,500 \$77,900 \$77,200

Land Non Res (3) \$0 \$0 \$0 \$0 \$0

Improvement \$183,700 \$179,100 \$129,700 \$114,100 \$104,300

Imp Res (1) \$154,900 \$149,800 \$99,900 \$89,100 \$79,300

Imp Non Res (2) \$0 \$0 \$0 \$0 \$0

Imp Non Res (3) \$28,800 \$29,300 \$29,800 \$25,000 \$25,000

Total \$366,400 \$338,700 \$265,200 \$237,100 \$226,500

Total Res (1) \$199,900 \$194,900 \$144,900 \$134,100 \$124,300

Total Non Res (2) \$137,700 \$114,600 \$90,500 \$77,900 \$77,200

Total Non Res (3) \$28,800 \$29,300 \$29,800 \$25,000 \$25,000

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

Pricing Metho ID Act Front. Size Factor Rate Adj. Rate Ext. Value Infl. % Market Factor Cap 1 Cap 2 Cap 3 Value

9 A 0 1.00 1.00 \$45,000 \$45,000 0% 1.0000 100.00 0.00 0.00 \$45,000

4 A BMA 0 27.288 0.89 \$2,280 \$2,029 \$55,367 0% 1.0000 100.00 0.00 0.00 \$55,370

4 A BMB 0 9.631 0.85 \$2,280 \$1,938 \$18,665 0% 1.0000 100.00 0.00 0.00 \$18,660

4 A MRB 0 12.56 0.77 \$2,280 \$1,756 \$22,055 0% 1.0000 100.00 0.00 0.00 \$22,060

4 A MRC 0 1.852 0.68 \$2,280 \$1,550 \$2,871 0% 1.0000 100.00 0.00 0.00 \$2,870

4 A MSD 0 0.615 0.50 \$2,280 \$1,140 \$701 0% 1.0000 100.00 0.00 0.00 \$700

4 A PE 0 12.919 1.11 \$2,280 \$2,531 \$32,698 0% 1.0000 100.00 0.00 0.00 \$32,700

4 A WA 0 1.445 0.85 \$2,280 \$1,938 \$2,800 0% 1.0000 100.00 0.00 0.00 \$2,800

6 A BMA 0 0.157 0.89 \$2,280 \$2,029 \$319 -80% 1.0000 100.00 0.00 0.00 \$60

6 A BMB 0 0.095 0.85 \$2,280 \$1,938 \$184 -80% 1.0000 100.00 0.00 0.00 \$40

6 A MRB 0 0.431 0.77 \$2,280 \$1,756 \$757 -80% 1.0000 100.00 0.00 0.00 \$150

6 A PE 0 4.056 1.11 \$2,280 \$2,531 \$10,266 -80% 1.0000 100.00 0.00 0.00 \$2,050

71 A BMA 0 .241 0.89 \$2,280 \$2,029 \$489 -40% 1.0000 100.00 0.00 0.00 \$290

81 A 0 6.79 1.00 \$2,280 \$2,280 \$15,481 -100% 1.0000 100.00 0.00 0.00 \$300

Land Computations Calculated Acreage 79.08 Actual Frontage 0 Developer Discount 0

Parcel Acreage 79.08 81 Legal Drain NV 6.79 82 Public Roads NV 0.00 83 UT Towers NV 0.00 9 Homesite 1.00 91/92 Acres 0.00 Total Acres Farmland 71.29 Farmland Value \$137,750 Measured Acreage 71.29 Avg Farmland Value/Acre 1932 Value of Farmland \$137,730 Classified Total \$0 Farm / Classified Value \$137,700 Homesite(s) Value \$45,000 91/92 Value \$0 Supp. Page Land Value \$45,000 CAP 1 Value \$137,700 CAP 2 Value \$0 CAP 3 Value \$0 Total Value \$182,700

TAX REPORT - (Tracts 1-4)

02-01-07-300-001.000-044 Green Family Farms LLC 12730 SR 205 101, Cash Grain/General Farm AG/RURAL RES HOMESIT 2/2

General Information		Plumbing		Floor Finish		Cost Ladder	
Occupancy	Single-Family	#	TF			Base	Finish

Description	Single-Family (1844 S	1	3			922	922
Story Height	1 1/2	0	0				

Style	20 Older conventional	1	1				
Finished Area	1844 sqft	1	1				

Make		0	0				
		0	0				

		3	5				

TAX REPORT - (Tracts 1-4)

STATE FORM 53569 (R2411-23)
APPROVED BY STATE BOARD OF ACCOUNTS, 2023

TREASURER FORM TS-1A
PRESCRIBED BY THE DEPARTMENT OF LOCAL GOVERNMENT FINANCE IC 6-1.1-22-8.1

COUNTY: 2-Allen

SPRING INSTALLMENT REMITTANCE COUPON

PARCEL NUMBER 02-01-07-300-001.000-044	DUPLICATE NUMBER 1810431	TAX YEAR 2023 Payable 2024	Late Payment Penalty: 5% penalty after May 10, 2024, if there is no delinquent amount: 10% penalty for previous delinquency or if payment is made after June 10, 2024
TAXING UNIT NAME Eel River	LEGAL DESCRIPTION W1/2 Sw1/4 Frl N Of Rr Ex E 11.96a & Ex Tracts Sec 7 79.08a		

PROPERTY ADDRESS
12730 E Sr 205, Churubusco IN 46723



SPRING AMOUNT DUE
by May 10, 2024

\$0.00

Green Family Farms LLC
248 Jadis Ct
Fort Wayne IN 46845

Office Phone: (260)449-7693
Pay Online at: AllenCounty.in.gov/Treasurer
Pay By Phone: 1-844-576-2177
Remit Payment and Make Check Payable to:
Allen County Treasurer
PO Box 2540
Fort Wayne IN 46801-2540

0001810431 000000000000

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COUNTY: 2-Allen

FALL INSTALLMENT REMITTANCE COUPON

PARCEL NUMBER 02-01-07-300-001.000-044	DUPLICATE NUMBER 1810431	TAX YEAR 2023 Payable 2024	Late Payment Penalty: 5% penalty after November 12, 2024, if there is no delinquent amount: 10% penalty for previous delinquency or if payment is made after December 12, 2024
TAXING UNIT NAME Eel River	LEGAL DESCRIPTION W1/2 Sw1/4 Frl N Of Rr Ex E 11.96a & Ex Tracts Sec 7 79.08a		

PROPERTY ADDRESS
12730 E Sr 205, Churubusco IN 46723



FALL AMOUNT DUE
by November 12, 2024

\$0.00

Green Family Farms LLC
248 Jadis Ct
Fort Wayne IN 46845

Office Phone: (260)449-7693
Pay Online at: AllenCounty.in.gov/Treasurer
Pay By Phone: 1-844-576-2177
Remit Payment and Make Check Payable to:
Allen County Treasurer
PO Box 2540
Fort Wayne IN 46801-2540

0001810431 000000000000

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COUNTY: 2-Allen

TAXPAYER'S COPY - KEEP FOR YOUR RECORDS

PARCEL NUMBER 02-01-07-300-001.000-044	DUPLICATE NUMBER 1810431	TAX YEAR 2023 Payable 2024	DUE DATES
TAXING UNIT NAME Eel River	LEGAL DESCRIPTION W1/2 Sw1/4 Frl N Of Rr Ex E 11.96a & Ex Tracts Sec 7 79.08a		SPRING - May 10, 2024 FALL - November 12, 2024

DATE OF STATEMENT: 11/13/2024

TOTAL DUE FOR 2023 PAY 2024: \$0.00

PROPERTY ADDRESS 12730 E Sr 205, Churubusco IN 46723		
PROPERTY TYPE Real	TOWNSHIP: Eel River	
ACRES 79.0800	Total AV PTRC Rate 8.0317	LIT 1% Rate 8.0584

Green Family Farms LLC
248 Jadis Ct
Fort Wayne IN 46845

ITEMIZED CHARGES	SPRING TOTAL	FALL TOTAL
Tax	\$2,710.94	\$2,710.94
Delinquent Tax	\$0.00	\$0.00
Delinquent Penalty	\$0.00	\$0.00
Other Assessment (OA)	\$77.04	\$77.04
Delinquent OA Tax	\$0.00	\$0.00
Delinquent OA Penalty	\$0.00	\$0.00
Fees	\$0.00	\$0.00
Adjustments	\$0.00	\$0.00
Amount Due	\$2,787.98	\$2,787.98
Payment Received	\$2,787.98	\$2,787.98
Balance Due	\$0.00	\$0.00

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TAX REPORT - (Tracts 1-4)

STATE FORM 53569 (R24-11-23)
APPROVED BY STATE BOARD OF ACCOUNTS, 2023

TREASURER FORM TS-1A
PRESCRIBED BY THE DEPARTMENT OF LOCAL GOVERNMENT FINANCE IC 6-1.1-22-8.1

SPECIAL MESSAGE TO PROPERTY OWNER

Property taxes are constitutionally capped at 1% of property values for homesteads (owner-occupied), 2% for other residential property and agricultural land, and 3% for all other property. The Mortgage Deduction is no longer available beginning with 2023 Pay 2024. Please note that local government unit annual budget notices are now available online at: <https://budgetnotices.in.gov>. Additional information for how to read your current tax bill can be located online at: www.in.gov/dlgf/understanding-your-tax-bill/tax-bill-101.

TAXPAYER AND PROPERTY INFORMATION

<u>Taxpayer Name</u>	<u>Address</u>	<u>Date of Notice</u>	<u>Parcel Number</u>	<u>Taxing District</u>
Green Family Farms LLC	12730 E Sr 205	November 13, 2024	02-01-07-300-001.000-044	044 Eel River
248 Jadis Ct	Churubusco IN 46723	<u>Duplicate Number</u>	<u>Tax ID Number</u>	
Fort Wayne IN 46845		1810431	02-01-07-300-001.000-044	
<u>Legal Description</u>	<u>Billed Mortgage Company</u>		<u>Property Type</u>	
W1/2 Sw1/4 Frl N Of Rr Ex E 11.96a & Ex Tracts			Real	
Sec 7 79.08a				

Spring installment due on or before May 10, 2024 and Fall installment due on or before November 12, 2024.

TABLE 1: SUMMARY OF YOUR TAXES

ASSESSED VALUE AND TAX SUMMARY	2022 Pay 2023	2023 Pay 2024
1a. Gross assessed value of homestead property	\$0	\$0
1b. Gross assessed value of other residential property and farmland	\$235,400	\$309,400
1c. Gross assessed value of all other property, including personal property	\$29,800	\$29,300
2. Equals total gross assessed value of property	\$265,200	\$338,700
2a. Minus deductions (see Table 5 below)	\$0	\$0
3. Equals subtotal of net assessed value of property	\$265,200	\$338,700
3a. Multiplied by your local tax rate	1.5850	1.7350
4. Equals gross tax liability (see Table 3 below)	\$4,203.42	\$5,876.45
4a. Minus local property tax credits	(\$262.14)	(\$454.57)
4b. Minus savings due to property tax cap (see Table 2 and footnotes below)	\$0.00	\$0.00
4c. Minus savings due to over 65 circuit breaker credit ¹	\$0.00	\$0.00
4d. Minus savings due to county option circuit breaker credit	\$0.00	\$0.00
5. Total property tax liability (see remittance coupon for total amount due)	\$3,941.28	\$5,421.88

Please see Table 4 for a summary of other charges to this property.

TABLE 2: PROPERTY TAX CAP INFORMATION

Property tax cap (1%, 2%, or 3%, depending upon combination of property types) ²	\$5,602.00	\$7,067.00
Upward adjustment due to voter-approved projects and charges (e.g., referendum) ³	\$187.49	\$216.76
Maximum tax that may be imposed under	\$5,789.49	\$7,283.76

TABLE 3: GROSS PROPERTY TAX DISTRIBUTION AMOUNTS APPLICABLE TO THIS PROPERTY

TAXING AUTHORITY	TAX RATE 2023	TAX RATE 2024	TAX AMOUNT 2023	TAX AMOUNT 2024	TAX DIFFERENCE 2023-2024	PERCENT DIFFERENCE
AIRPORT	0.0347	0.0333	\$92.02	\$112.79	\$20.77	22.57%
COUNTY	0.4335	0.4119	\$1,149.64	\$1,395.11	\$245.47	21.35%
LIBRARY	0.1304	0.1233	\$345.82	\$417.62	\$71.80	20.76%
NW FIRE	0.1067	0.0000	\$282.97	\$0.00	(\$282.97)	(100.00%)
NW FIRE DIST	0.0000	0.2868	\$0.00	\$971.39	\$971.39	0.00%
SCHOOL	0.8797	0.8797	\$2,332.97	\$2,979.54	\$646.57	27.71%
TOWNSHIP	0.0000	0.0000	\$0.00	\$0.00	\$0.00	0.00%
TOTAL	1.5850	1.7350	\$4,203.42	\$5,876.45	\$1,673.03	39.80%

TABLE 4: OTHER CHARGES / ADJUSTMENTS TO THIS PROPERTY

LEVYING AUTHORITY	2023	2024	% Change
0131400 - Martin Johnson Drain	\$79.08	\$79.08	0.0%
0131940 - Geller Rodenbeck Dra	\$0.00	\$75.00	100.0%
0131941 - Eel River Drain	\$0.00	\$0.00	0.0%
TOTAL ADJUSTMENTS	\$79.08	\$154.08	94.8%

TABLE 5: DEDUCTIONS APPLICABLE TO THIS PROPERTY⁴

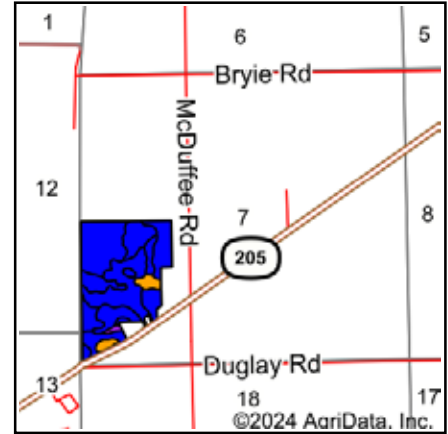
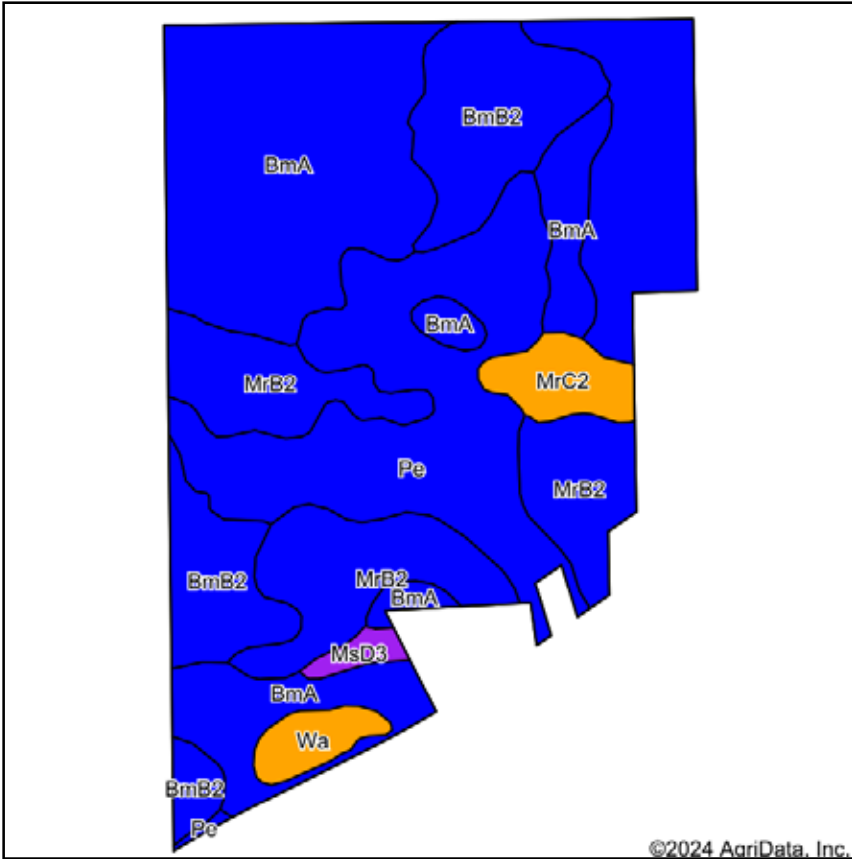
TYPE OF DEDUCTION	2023	2024
TOTAL DEDUCTIONS	\$0	\$0

- A taxpayer can only receive the Over 65 Circuit Breaker Credit or the County Option Circuit. Indiana Code § 6-1.1-49-6 specifies that a taxpayer cannot receive both.
- The property tax cap is calculated separately for each class of property owned by the taxpayer.
- Changes not subject to the property tax caps include property tax levies approved by voters through a referendum. When added to the base property tax cap amount for your property, this creates the effective tax cap. For more information, see the back of this document. Information regarding the referendums proposed during the most recent elections can be located online at: www.in.gov/dlgf/referendum-information.
- If any circumstances have changed that would make you ineligible for a deduction that you have been granted per Table 5 of this tax bill, you must notify the county auditor. If such a change in circumstances has occurred and you have not notified the county auditor, the deduction will be disallowed and you will be liable for taxes and penalties on the amount deducted.

TAX REPORT - (Tracts 1-4)



SOIL MAP - (Tracts 1-4)



State: **Indiana**
 County: **Allen**
 Location: **7-32N-11E**
 Township: **Eel River**
 Acres: **74.82**
 Date: **11/13/2024**

SCHRADER
 Real Estate and Auction Company, Inc.

Maps Provided By:
surety
 CUSTOMIZED ONLINE MAPPING
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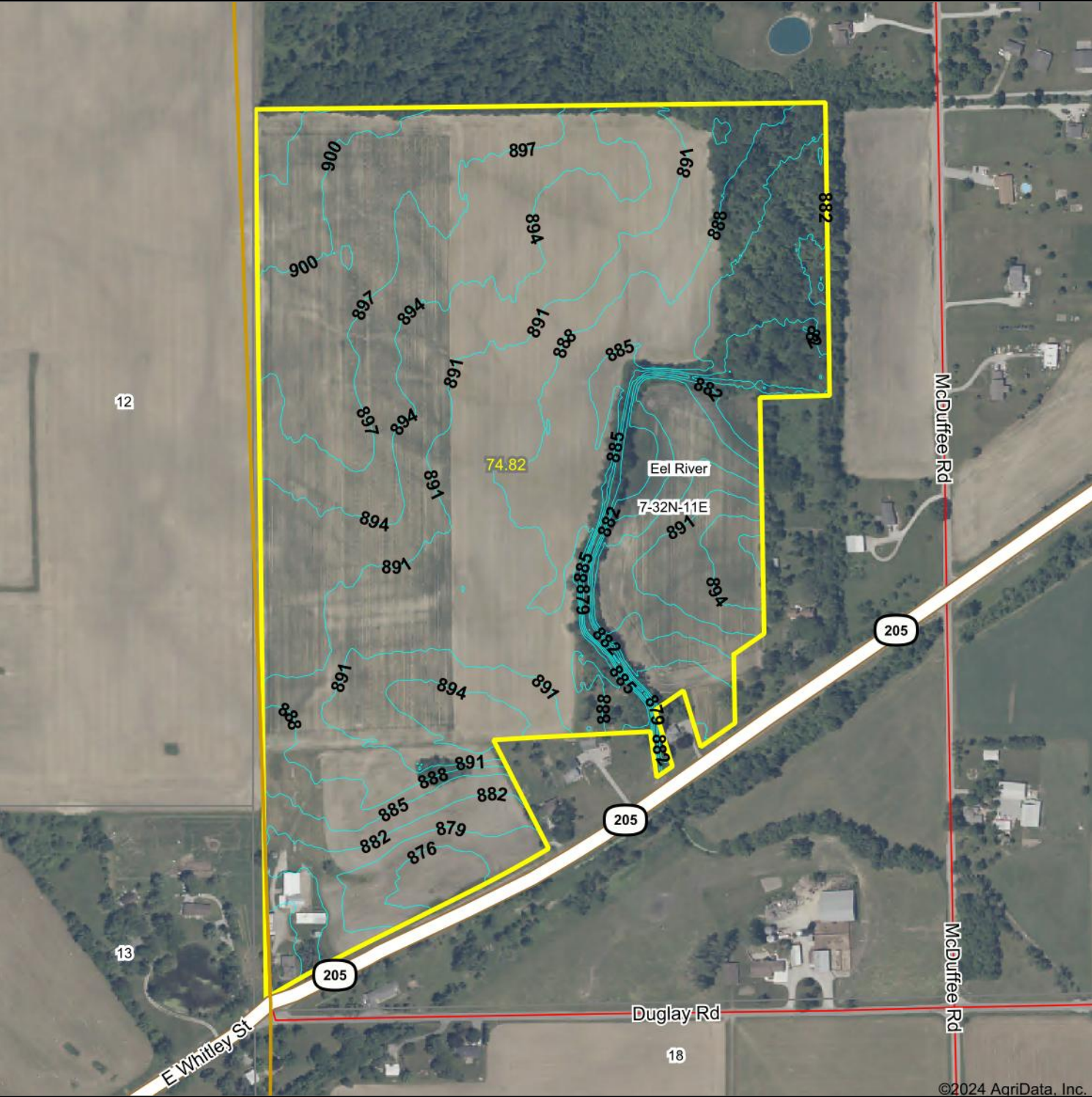


Soils data provided by USDA and NRCS.

Area Symbol: IN003, Soil Area Version: 24														
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn	Corn Bu	Corn silage Tons	Oats Bu	Pasture AUM	Soybeans	Soybeans Bu	Winter wheat	Winter wheat Bu
BmA	Blount loam, interlobate moraines, 0 to 2 percent slopes	23.91	31.9%		Ilw	142	142	17		9	52	52	56	56
Pe	Pewamo silty clay loam, 0 to 1 percent slopes	23.01	30.8%		Ilw	157	157				47	47	64	64
MrB2	Glynwood silt loam, 2 to 6 percent slopes, eroded	13.02	17.4%		Ile	128	128	1	5		44	44	57	57
BmB2	Blount loam, interlobate moraines, 1 to 4 percent slopes, eroded	10.61	14.2%		Ile	137	137	17		9	50	50	54	54
MrC2	Morley silt loam, 6 to 12 percent slopes, eroded	2.22	3.0%		Ille	118	118	16			41	41	53	53
Wa	Walkill silt loam, 0 to 2 percent slopes	1.43	1.9%		Illw	142	142				49	49	3	3
MsD3	Morley silty clay loam, 12 to 18 percent slopes, severely eroded	0.62	0.8%		Vle	92	92	15			33	33	42	42
Weighted Average					2.08	142.3	142.3	8.6	0.9	4.2	48.2	48.2	57.1	57.1

Soils data provided by USDA and NRCS.

TOPO CONTOURS MAP - (Tracts 1-4)

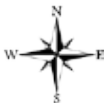


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Source: USGS 1 meter dem
Interval(ft): 3.0
Min: 874.4
Max: 905.6
Range: 31.2
Average: 890.1
Standard Deviation: 5.91 ft

0ft 457ft 913ft

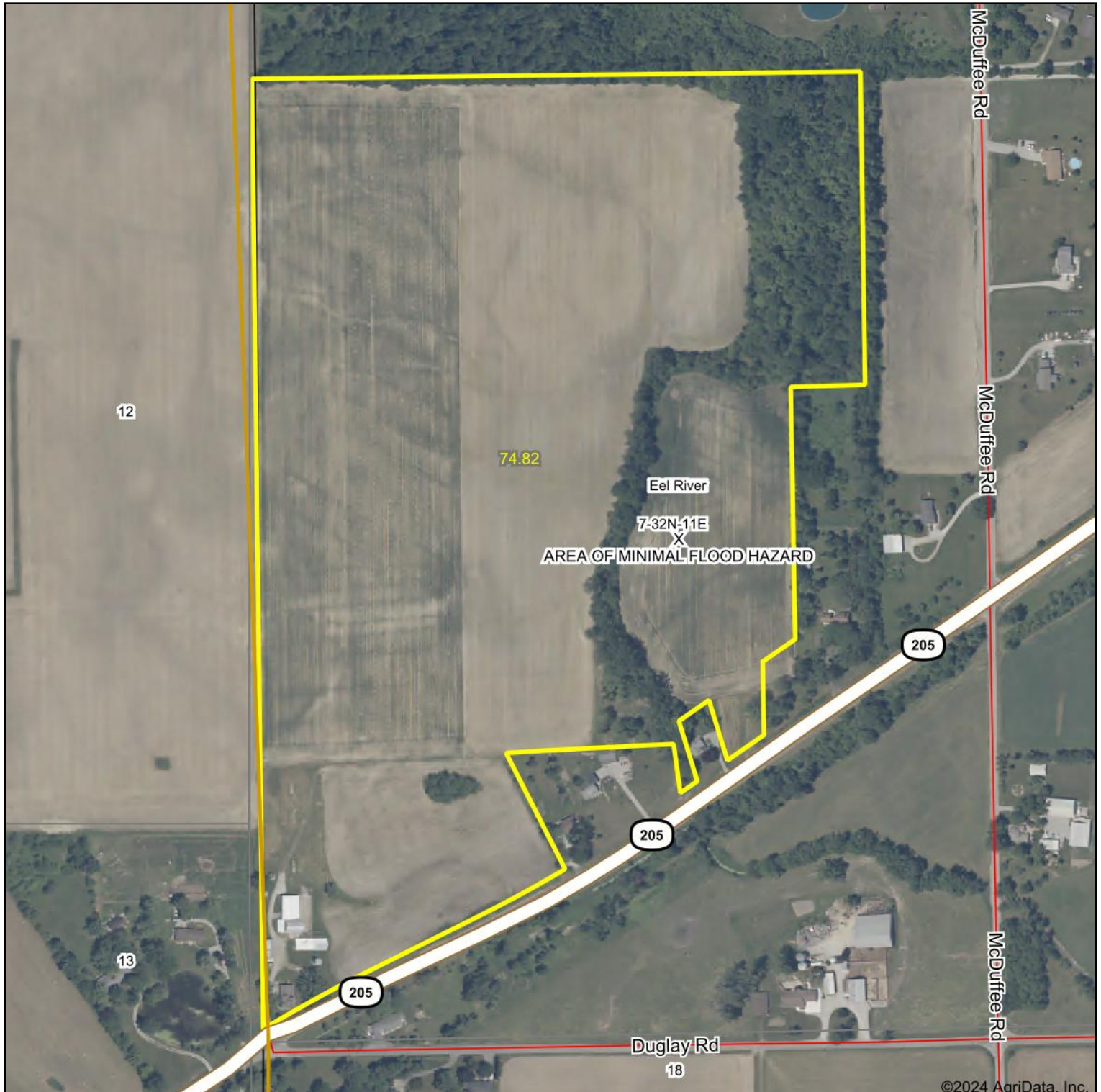


11/13/2024

7-32N-11E
Allen County
Indiana

Boundary Center: 41° 14' 19.64, -85° 18' 23.37

FLOOD MAP - (Tracts 1-4)



Boundary Center: 41° 14' 19.64, -85° 18' 23.37

0ft 426ft 851ft

7-32N-11E
Allen County
Indiana



Maps Provided By:
surety
CUSTOMIZED ONLINE MAPPING
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11/13/2024

Flood related information provided by FEMA

FSA FARM RECORD - (Tracts 1-7)

INDIANA
WHITLEY

Form: FSA-156EZ

See Page 3 for non-discriminatory Statements.



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 7097

Prepared : 12/6/24 11:10 AM CST

Crop Year : 2025

Operator Name : MATTHEW J GREEN
CRP Contract Number(s) : None
Recon ID : None
Transferred From : 2021-18-003-0008164
ARCPLC G//F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
84.44	71.70	71.70	0.00	0.00	0.00	0.00	0.0	Active	2
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD	
0.00	0.00	71.70	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	19.86	0.00	55	
Corn	24.09	0.00	116	
Soybeans	23.25	0.00	42	
TOTAL	67.20	0.00		

NOTES

Tract Number : 12970

Description : B1/18 EEL RIVER TWP SEC 7 CNR OF DUGLAY & HWY 205
FSA Physical Location : INDIANA/ALLEN
ANSI Physical Location : INDIANA/ALLEN
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : GREEN FAMILY FARM LLC
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
75.74	63.00	63.00	0.00	0.00	0.00	0.00	0.0

FSA FARM RECORD - (Tracts 1-7)

INDIANA
WHITLEY
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 7097
Prepared : 12/6/24 11:10 AM CST
Crop Year : 2025

Tract 12970 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	63.00	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	17.07	0.00	55
Corn	20.71	0.00	116
Soybeans	19.99	0.00	42

TOTAL 57.77 0.00

NOTES

Tract Number : 12971

Description : B1/1B EEL RIVER TWP SEC 7 NORTH OF DUGLAY RD
FSA Physical Location : INDIANA/ALLEN
ANSI Physical Location : INDIANA/ALLEN
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 : GREEN FAMILY FARM LLC
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
8.70	8.70	8.70	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	8.70	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	2.79	0.00	55
Corn	3.38	0.00	116
Soybeans	3.26	0.00	42

TOTAL 9.43 0.00

NOTES

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.

SELLER'S RESIDENTIAL R/E DISCLOSURE(S)

(Tract 1)



SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE State Form 46234 (R6/6-14)

Date (month, day, year)

12.08.2024

Note: This form has been modified from the version currently found at 876 IAC 9-1-2 to include questions regarding disclosure of contamination related to controlled substances or methamphetamine as required by P.L. 180-2014. Rule revisions will be made to 876 IAC 9-1-2 to include these changes in the near future, however the Commission has made this information available now through this updated form.

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 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 a part of any contract between the buyer and the owner. 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. An owner 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 real estate.

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

12730 East State Road 205, Churubusco, IN 46723

1. The following are in the conditions indicated:

A. APPLIANCES	None/Not Included/Rented	Defective	Not Defective	Do Not Know
Built-in Vacuum System	<input checked="" type="checkbox"/>			
Clothes Dryer				
Clothes Washer				
Dishwasher				
Disposal	<input checked="" type="checkbox"/>			
Freezer	<input checked="" type="checkbox"/>			
Gas Grill	<input checked="" type="checkbox"/>			
Hood				
Microwave Oven				
Oven				
Range				
Refrigerator				
Room Air Conditioner(s)	<input checked="" type="checkbox"/>			
Trash Compactor	<input checked="" type="checkbox"/>			
TV Antenna/Dish	<input checked="" type="checkbox"/>			
Other:				

B. Electrical System	None/Not Included/Rented	Defective	Not Defective	Do Not Know
Air Purifier	<input checked="" type="checkbox"/>			
Burglar Alarm	<input checked="" type="checkbox"/>			
Ceiling Fan(s)				
Garage Door Opener / Controls				
Inside Telephone Wiring and Blocks/Jacks				
Intercom	<input checked="" type="checkbox"/>			
Light Fixtures				
Sauna	<input checked="" type="checkbox"/>			
Smoke/Fire Alarm(s)				
Switches and Outlets				
Vent Fan(s)				
60/100/200 Amp Service (Circle one) 150 A Breaker				
Generator	<input checked="" type="checkbox"/>			

NOTE: Means a condition that would have a significant "Defect" 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.

C. WATER & SEWER SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know
Cistern	<input checked="" type="checkbox"/>			
Septic Field/Bed		<input checked="" type="checkbox"/>		
Hot Tub	<input checked="" type="checkbox"/>			
Plumbing				
Aerator System	<input checked="" type="checkbox"/>			
Sump Pump	<input checked="" type="checkbox"/>			
Irrigation Systems	<input checked="" type="checkbox"/>			
Water Heater/Electric	<input checked="" type="checkbox"/>			
Water Heater/Gas				
Water Heater/Solar	<input checked="" type="checkbox"/>			
Water Purifier	<input checked="" type="checkbox"/>			
Water Softener		<input checked="" type="checkbox"/>		
Well				
Septic and Holding Tank/Septic Mound		<input checked="" type="checkbox"/>		
Geothermal and Heat Pump	<input checked="" type="checkbox"/>			
Other Sewer System (Explain)	<input checked="" type="checkbox"/>			
Swimming Pool & Pool Equipment	<input checked="" type="checkbox"/>			

D. HEATING & COOLING SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know
Attic Fan	<input checked="" type="checkbox"/>			
Central Air Conditioning				
Hot Water Heat				
Furnace Heat/Gas				
Furnace Heat/Electric	<input checked="" type="checkbox"/>			
Solar House-Heating	<input checked="" type="checkbox"/>			
Woodburning Stove	<input checked="" type="checkbox"/>			
Fireplace	<input checked="" type="checkbox"/>			
Fireplace Insert	<input checked="" type="checkbox"/>			
Air Cleaner	<input checked="" type="checkbox"/>			
Humidifier				
Propane Tank	<input checked="" type="checkbox"/>			
Other Heating Source	<input checked="" type="checkbox"/>			

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 agent, 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/yy)	Signature of Buyer	Date (mm/dd/yy)
<i>Green Family Farm LLC</i>	12/08/24		
Signature of Seller	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)
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/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)

SELLER'S RESIDENTIAL R/E DISCLOSURE(S)

(Tract 1)

Property address (number and street, city, state, and ZIP code) 12730 East State Road 205, Churubusco, IN 46723			
2. ROOF	YES	NO	DO NOT KNOW
Age, if known <u>2012</u> Years. <u>12</u>	<input checked="" type="checkbox"/>		
Does the roof leak?		<input checked="" type="checkbox"/>	
Is there present damage to the roof?		<input checked="" type="checkbox"/>	
Is there more than one layer of shingles on the house?		<input checked="" type="checkbox"/>	
If yes, how many layers?			
3. HAZARDOUS CONDITIONS	YES	NO	DO NOT KNOW
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?			<input checked="" type="checkbox"/>
Is there any contamination caused by the manufacture or a controlled substance on the property that has not been certified as decontaminated by an inspector approved under IC 13-14-1-15?			<input checked="" type="checkbox"/>
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?		<input checked="" type="checkbox"/>	
Explain:			
E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS: (Use additional pages, if necessary)			

4. OTHER DISCLOSURES	YES	NO	DO NOT KNOW
Do structures have aluminum wiring?		<input checked="" type="checkbox"/>	
Are there any foundation problems with the structures?		<input checked="" type="checkbox"/>	
Are there any encroachments?			<input checked="" type="checkbox"/>
Are there any violations of zoning, building codes, or restrictive covenants?			<input checked="" type="checkbox"/>
Is the present use of non-conforming use? Explain:			
Is the access to your property via a private road?		<input checked="" type="checkbox"/>	
Is the access to your property via a public road?	<input checked="" type="checkbox"/>		
Is the access to your property via an easement?		<input checked="" type="checkbox"/>	
Have you received any notices by any governmental or quasi-governmental agencies affecting this property?		<input checked="" type="checkbox"/>	
Are there any structural problems with the building?		<input checked="" type="checkbox"/>	
Have any substantial additions or alterations been made without a required building permit?		<input checked="" type="checkbox"/>	
Are there moisture and/or water problems in the basement, crawl space area, or any other area?		<input checked="" type="checkbox"/>	
Is there any damage due to wind, flood, termites, or rodents?		<input checked="" type="checkbox"/>	
Have any structures been treated for wood destroying insects?		<input checked="" type="checkbox"/>	
Are the furnace/woodstove/chimney/flue all in working order?	<input checked="" type="checkbox"/>		
Is the property in a flood plain?		<input checked="" type="checkbox"/>	
Do you currently pay for flood insurance?		<input checked="" type="checkbox"/>	
Does the property contain underground storage tank(s)?		<input checked="" type="checkbox"/>	
Is the homeowner a licensed real estate salesperson or broker?		<input checked="" type="checkbox"/>	
Is there any threatened or existing litigation regarding the property?		<input checked="" type="checkbox"/>	
Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?		<input checked="" type="checkbox"/>	
Is the property located within one (1) mile of an airport?		<input checked="" type="checkbox"/>	

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 agent, 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/yy)	Signature of Buyer <i>Green Family LLC</i>	Date (mm/dd/yy) <i>12/08/24</i>
Signature of Seller	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)
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/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)



FORM #03.



SELLER'S RESIDENTIAL R/E DISCLOSURE(S)

(Tract 1)



Environmental Services Division ♦ Pollution Control Program
200 E. Berry Street, Suite 360 ♦ Fort Wayne, IN 46802

Phone: (260) 449-7530 ♦ Fax: (260) 449-3010 ♦ www.allencountyhealth.com

SELLER DISCLOSURE FORM FOR PROPERTIES SERVED BY ON-SITE SEWAGE SYSTEMS

NAME OF SELLER Green Family Farm, LLC TELEPHONE (260)750-4641
MAILING ADDRESS 248 Jadis Court CITY Fort Wayne STATE IN ZIP 46845

Information on person authorized by seller is required only if seller authorizes someone to provide and sign form

PERSON AUTHORIZED BY SELLER _____ TELEPHONE _____
PRESENT ADDRESS _____ CITY _____ STATE _____ ZIP _____

The following real property is being offered for sale:

NUMBERED ADDRESS OF SITE: 12730 East State Road 205
CITY Churubusco STATE IN ZIP 46723
LOT NUMBER _____ SUBDIVISION NAME _____
SECTION _____ TOWNSHIP NAME Eel River

This disclosure form is being provided by the Seller to a prospective Buyer because the property being offered for sale is served by an On-site Sewage System and is not connected to a public sewer. The Allen County Department of Health recommends that the Buyer retain a Certified Evaluator to evaluate any On-Site Sewage System prior to closing the sale transaction. The purpose of the recommended evaluation is to assess the functionality of the system and to determine if repairs to the system are required. If repairs are required to ensure proper/legal functionality, the outcome of the evaluation will allow the Buyer and the Seller to work together on this issue prior to the actual sale.

A Seller (or someone authorized by seller) must provide this Seller's Disclosure Form to a prospective buyer before an offer for the sale of real estate is accepted and shall make the property available for inspection/evaluation of the On-Site Sewage System prior to closing the sale transaction if Buyer requests said inspection/evaluation.

Should a Buyer or Seller desire an evaluation of an On-Site Sewage System, the Allen County Department of Health will provide a current list of Certified Evaluators to any person making a request for it. Any Onsite Sewage System evaluation conducted by a Certified Evaluator shall be performed according to the procedures established by the Allen County Department of Health.

For additional information, or to obtain a list of Certified Evaluators, please visit the Department of Health's website at <http://www.allencountyhealth.com/get-licensed/private-sewage-disposal-systems/>.

INFORMATION ABOUT CURRENT SEPTIC SYSTEM

1. Have there been any updates/repairs since you purchased the property? Unknown
2. When was the system last serviced and/or pumped? Unknown

THE SIGNATURES BELOW INDICATE THE PROVISION AND RECEIPT OF THIS DOCUMENT ONLY

Signature of Seller or Person Authorized by Seller Green Family Farm LLC Date 12/8/2024

Signature of Prospective Buyer _____ Date _____

WITHIN 30 DAYS OF THE TRANSFER OF THE PROPERTY, A COPY OF THIS COMPLETED FORM MUST BE EMAILED TO FWACDOH.POLLUTION.CONTROL@ALLENCOUNTY.US, MAILED OR HAND-DELIVERED TO THE ADDRESS NOTED ABOVE OR FAXED TO (260) 449-3010 BY THE SELLER OR PERSON AUTHORIZED BY THE SELLER.

Seller Disclosure Form 8-184
GAC 6/16/17; DF Revised 1/24/19 MRW MRH 16

Env Services - Pollution Control
Allen County Department of Health

LEAD-BASED PAINT CERTIFICATION

(Tract 1)



LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards (SALES)

For use only by members of the Indiana Association of REALTORS®

PROPERTY ADDRESS: 12730 East State Road 205, Churubusco, IN 46723

LEAD WARNING STATEMENT

Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE

(a.) Presence of lead-based paint and/or lead-based paint hazards: *(check (i) or (ii) below)*

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____

(ii) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b.) Records and reports available to the seller: *(check (i) or (ii) below)*

(i) ☐ Seller has provided the buyer with all available records and reports including *Seller's Residential Real Estate Sales Disclosure form*, if applicable, pertaining to lead-based paint and/or lead-based paint hazards in the housing (list and attach documents below): _____

(ii) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

BUYER'S ACKNOWLEDGEMENT *(initial)*

(c.) _____ Buyer has received copies of all information listed above.

(d.) _____ Buyer has received the pamphlet Protect Your Family From Lead In Your Home.

(e.) _____ Buyer has *(check (i) or (ii) below)*:

(i) ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards;

OR

(ii) ☐ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

BROKER'S ACKNOWLEDGMENT *(initial)*

(f.) [Signature] Broker has informed the seller of seller's obligations under the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) and is aware of Broker's responsibility to ensure compliance. (NOTE: where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.)

12730 East State Road 205, Churubusco, IN 46723

(Property Address)

LEAD-BASED PAINT CERTIFICATION

(Tract 1)

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

This *Certification and Acknowledgment* may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this *Certification and Acknowledgment* may be transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original document shall be promptly delivered, if requested.

BUYER'S SIGNATURE

DATE

SELLER'S SIGNATURE

DATE

PRINTED

Green Family Farm, LLC
PRINTED

BUYER'S SIGNATURE

DATE

SELLER'S SIGNATURE

DATE

PRINTED

PRINTED

SELLING BROKER

DATE

LISTING BROKER

DATE



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Form #37. Copyright IAR 2024

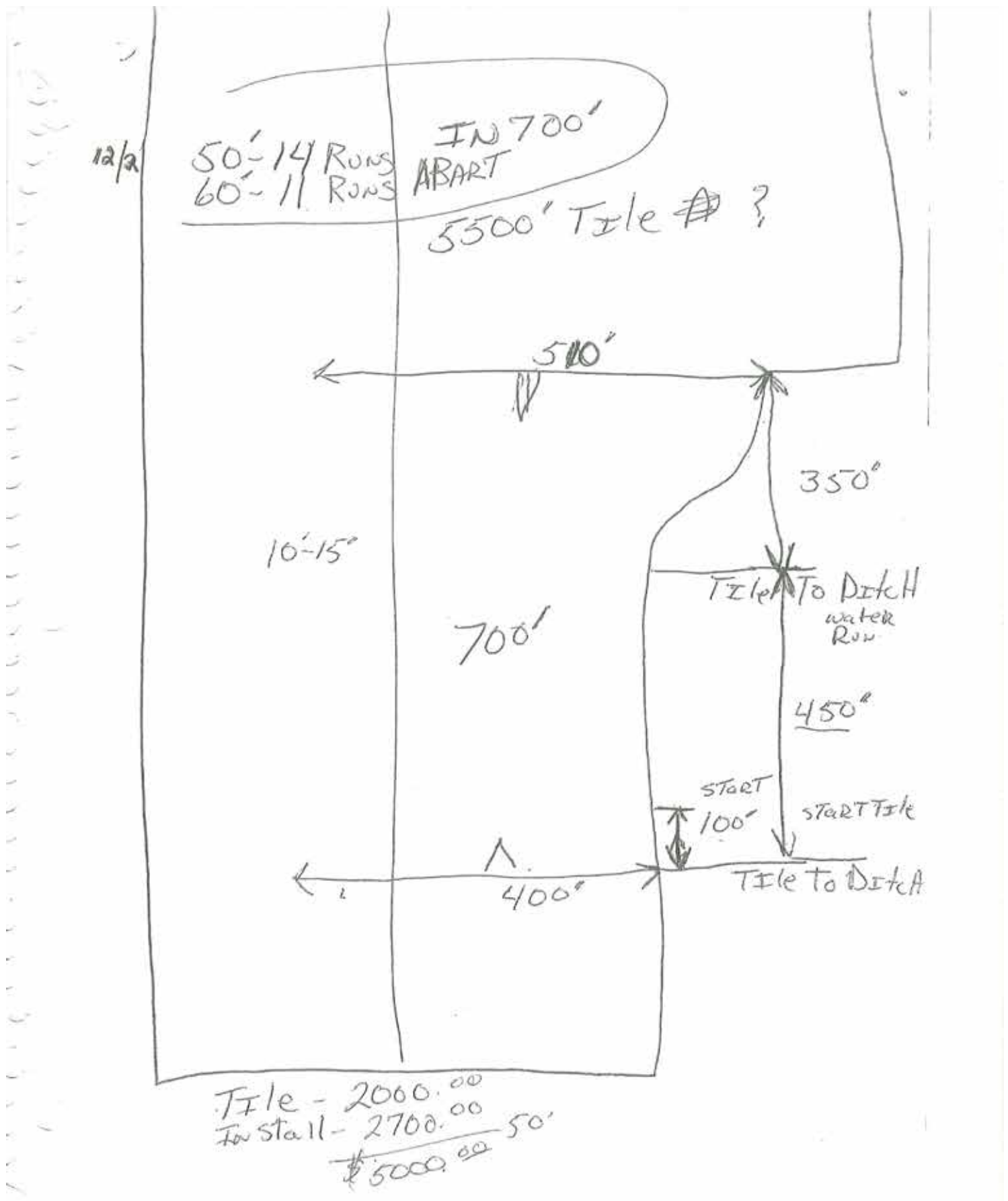


12730 East State Road 205, Churubusco, IN 46723

(Property Address)

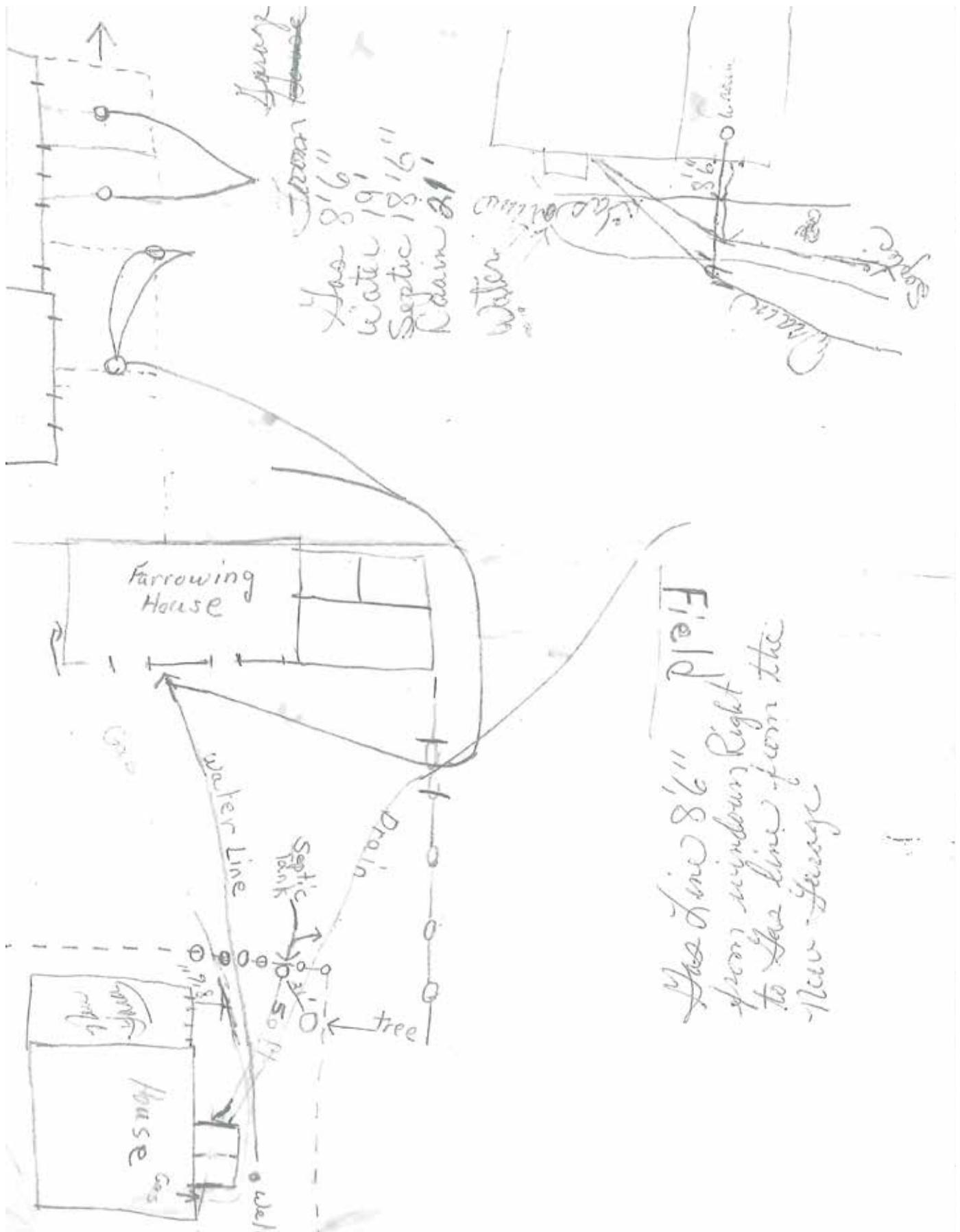
OLD TILE MAPS & BUILDING LOCATION

(Tracts 1-4)



OLD TILE MAPS & BUILDING LOCATION

(Tracts 1-4)

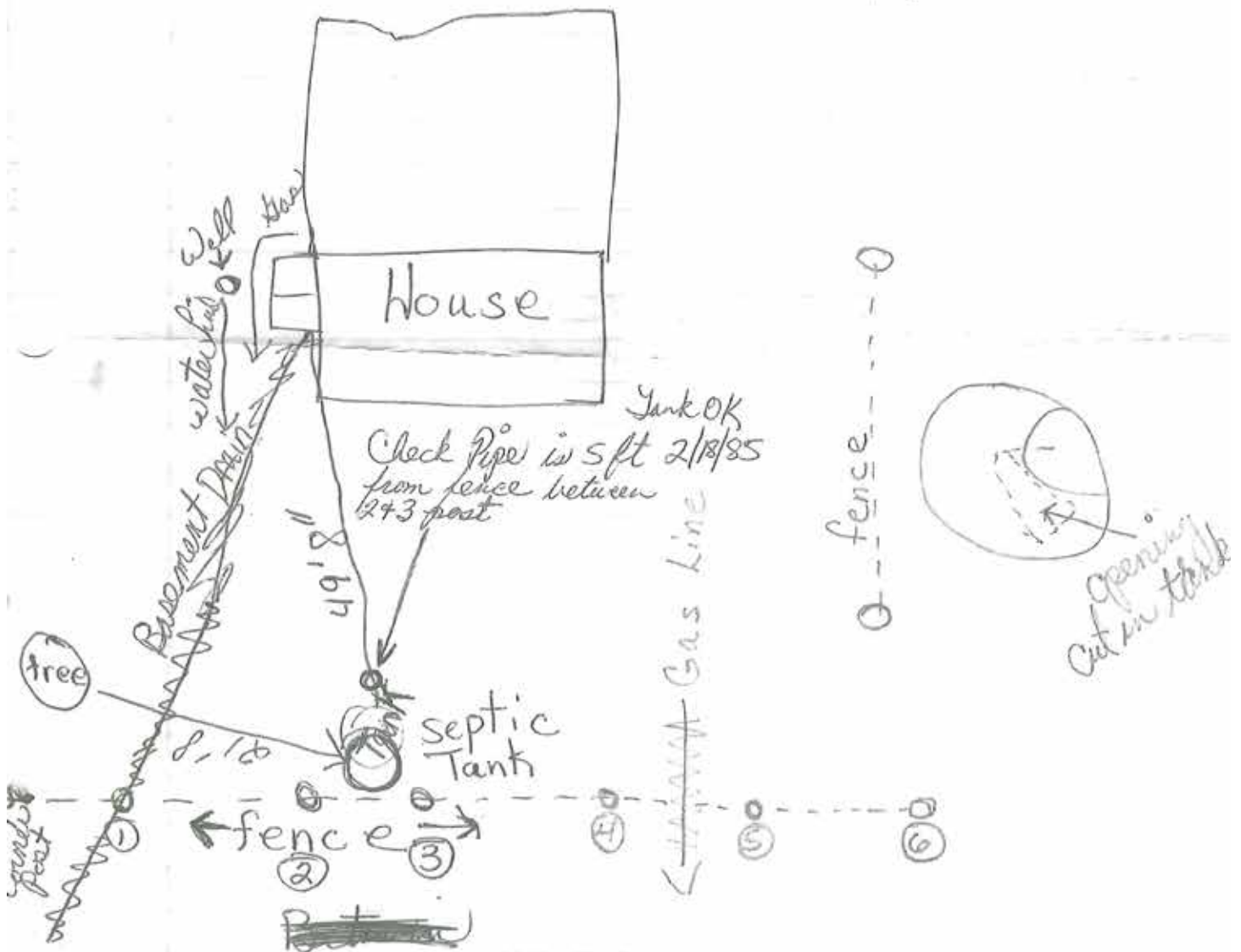


OLD TILE MAPS & BUILDING LOCATION

(Tracts 1-4)

from trees to tank 21ft 8in
from house out to tank 49ft 8in

Tank put in 1950-51
Pumped out first time
11-15-79.



Septic Tank along fence between second & third post
Water line runs between
Gas line runs between

**PRELIMINARY
TITLE
(*TRACTS 1-4*)**

PRELIMINARY TITLE

(Tracts 1-4)



First American

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

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

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

Issuing Agent: Metropolitan Title of Indiana, LLC
Issuing Office: 9604 Coldwater Road, Suite 105, Fort Wayne, IN 46825
Issuing Office File Number: 4035-259151
Property Address: 12730 East State Road 205, Churubusco, IN 46723
Revision Number:



SCHEDULE A

1. Commitment Date: November 22, 2024 at 8:00 a.m.
2. Policy to be issued:
 - a. ALTA® Standard Owner's Policy
Proposed Insured: To Be Determined
Proposed Amount of Insurance: \$500.00
The estate or interest to be insured: See Item 3 below
 - b. ALTA® Standard Loan Policy
Proposed Insured: TBD - Lender and each successor and/or assign that is defined as an Insured in the Conditions.
Proposed Amount of Insurance: \$500.00
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:

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

Green Family Farm, LLC, an Indiana limited liability company
5. The Land is described as follows:

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

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PRELIMINARY TITLE

(Tracts 1-4)



First American

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Tract "A": (part of a tract described in Document Number 2018011837)

Part of the Fractional Southwest Quarter of Section 7, Township 32 North, Range 11 East, Allen County, Indiana, based on an original survey by Joseph R. Herendeen, Indiana Professional Surveyor Number 20900190 of Sauer Land Surveying, Inc., Survey No. 151-135 "B", dated January 24, 2025, and being more particularly described as follows, to-wit:

Beginning at the West closing Quarter corner of said Section 7, being marked by a wood post; thence South 00 degrees 32 minutes 28 seconds West (GPS grid bearing and basis of all bearings in this description), on and along the West line of the Fractional Southwest Quarter of said Section 7, a distance of 2056.24 feet to a wood post at the Southeast corner of Section 12, Township 32 North, Range 10 East; thence South 00 degrees 07 minutes 09 seconds East, continuing on and along said West line, a distance of 536.76 feet to a #5 rebar at the point of intersection of said West line with the Northerly right-of-way line of State Road #205; thence Northeasterly, on and along said Northerly right-of-way line as defined by the arc of a nontangent circular curve to the right having a radius of 3859.72 feet, an arc distance of 370.07 feet, being subtended by a long chord having a length of 369.93 feet and a bearing of North 62 degrees 27 minutes 48 seconds East to the point of tangency; thence North 65 degrees 12 minutes 37 seconds East, continuing on and along said Northerly right-of-way line and tangent to said curve, a distance of 244.17 feet to the point of curvature of a tangent circular curve to the left having a radius of 3779.72 feet; thence Northeasterly, continuing on and along said Northerly right-of-way line as defined by the arc of said curve, an arc distance of 316.53 feet, being subtended by a long chord having a length of 316.44 feet and a bearing of North 62 degrees 48 minutes 40 seconds East to a #5 rebar; thence North 25 degrees 48 minutes 46 seconds West, a distance of 354.49 feet to a #5 rebar; thence North 87 degrees 56 minutes 14 seconds East, on and along a line partially defined as the North line of a 0.75 acre tract of real estate described in a deed to Darrell E. Nichter in Document Number 2012071544 in the Office of the Recorder of Allen County, Indiana, and a 1.46 acre tract of real estate described in a deed to Doyle Rhodes in Document Number 2012048805 in the Office of the Recorder, a distance of 457.30 feet to an iron rail post at the Northeast corner of said 1.46 acre tract; thence South 06 degrees 10 minutes 46 seconds East, on and along the East line of said 1.46 acre tract, a distance of 136.10 feet to a #5 rebar at the Southeast corner thereof, being a point on the said Northerly right-of-way line of State Road #205; thence North 56 degrees 07 minutes 37 seconds East, on and along said right-of-way line, a distance of 63.02 feet to a #5 rebar at the Southwest corner of a 0.38 acre tract of real estate described in a deed to Genevieve Martin in Document Number 990001804 in the Office of said Recorder; thence North 15 degrees 37 minutes 22 seconds West, a distance of 188.57 feet; thence North 56 degrees 07 minutes 37 seconds East, on and along a line partially defined as the North line of said 0.38 acre tract, a distance of 130.00 feet to a #5 rebar at the Northeast corner thereof; thence South 07 degrees 25 minutes 58 seconds East, on and along the East line of said 0.38 acre tract, a distance of 200.00 feet to a #3 rebar at the Southeast corner thereof, being a point on the said Northerly right-of-way line of State Road #205; thence North 56 degrees 07 minutes 37 seconds East, on and along said right-of-way line, a distance of 132.56 feet to a #5 rebar at the Southwest corner of a 0.41 acre tract of real estate described in a deed to Nathaniel Barkley and Kelsey Barkley in Document Number 2018060545 in the Office of said Recorder; thence North 00 degrees 00 minutes 02 seconds East, on and along the West line of said 0.41 acre tract, a distance of 200.00 feet to a #3 rebar at the Northwest corner thereof; thence North 56 degrees 07 minutes 37 seconds East, on and along the North line of said 0.41 acre tract, a distance of 107.90 feet to a #5

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PRELIMINARY TITLE

(Tracts 1-4)



First American

**Commitment for Title Insurance
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rebar at the Northeast corner thereof, being a point on the West line of a 3.8 acre tract of real estate described in said Barkley deed; thence North 00 degrees 00 minutes 02 seconds East, on and along said West line, a distance of 703.80 feet to a steel post at the Northwest corner of said 3.8 acre tract; thence South 81 degrees 09 minutes 55 seconds East, on and along the North line of said 3.8 acre tract, a distance of 203.08 feet to a #5 rebar at the Northeast corner thereof, being a point on the West line of a 11.240 acre tract of real estate described in a deed to Justin Michael Bennett in Document Number 2020034137 in the Office of said Recorder; thence North 00 degrees 04 minutes 02 seconds East, on and along the West line of said 11.240 acre tract, a distance of 871.56 feet to a #4 rebar at the Northwest corner thereof, being a point on the North line of said Fractional Southwest Quarter; thence North 89 degrees 48 minutes 29 seconds West, on and along said North line, a distance of 1666.86 feet to the point of beginning, as said in survey to contain 75.251 acres of land, and subject to all easements of record.

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PRELIMINARY TITLE

(Tracts 1-4)



First American

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SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

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

If a prohibited foreign entity or person is a party to this transaction, the Company must be notified in writing. The Company will not knowingly close or insure a transaction that violates the referenced state law.

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

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PRELIMINARY TITLE

(Tracts 1-4)



First American

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11. Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmative statement: "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name)." See Indiana Code 36-2-11-15.
12. By virtue of I.C. 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the Closing Disclosure and/or Settlement Statement as TIEFF (Title Insurance Enforcement Fund Fee) Charge.
13. Note: Effective July 1, 2013 Senate Enrolled Act 370 (P.L. 80-2013) requires title insurance companies to charge a fee for closing protection letters in real estate transaction in which the title insurance company or its authorized agent acts as the settlement agent. In a residential transaction, the closing protection letters are mandatory and must be issued to each party. Insurance Company's fee for closing protection letters is \$25 for a seller's letter, \$25 for a buyer's or borrower's letter and \$25 for a lender's letter.
14. Beginning January 1, 2010, the closing agent is required to report to the Indiana Department of Insurance the names and license numbers of certain real estate professionals participating in each residential real estate transaction. The information must be provided to the closing agent on or before the date of closing. See Indiana Code 6-1.1-12-43(e) and 27-7-3-15.5.

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PRELIMINARY TITLE

(Tracts 1-4)



First American

Commitment for Title Insurance
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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. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping in improvements.
3. Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an accurate survey of the Land or by making inquiry of persons in possession of the Land.
4. Easements, liens or encumbrances or claims thereof, which are not shown by the Public Records.
5. Any lien, or right to a lien for services, labor or material 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.

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PRELIMINARY TITLE

(Tracts 1-4)



First American

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

7. Real estate taxes assessed for the year 2023 are due in two installments payable May 10, 2024 and November 10, 2024:

Parcel No.: 02-01-07-300-001.000-044 (Tract A)

May Installment of \$2,710.94 shows paid

November Installment of \$2,710.94 shows paid

Tax Year:	Current Year 2023 due 2024
Land:	\$159,600.00
Improvements:	\$179,100.00
Homeowners Exemption:	\$0.00
Supplemental Homestead:	\$0.00
Other Exemption:	\$0.00

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

Taxes for the year 2024 due in May and November, 2025.

8. Drainage/Ditch Assessment: Parcel No.: 02-01-07-300-001.000-044 (0131400 - Martin Johnson Drain) For the year: 2024; May installment of \$39.54 shows paid; November installment of \$39.54 shows paid.
9. Drainage/Ditch Assessment: Parcel No.: 02-01-07-300-001.000-044 (0131940 - Geller Rodenbeck Dra) For the year: 2024; May installment of \$37.50 shows paid; November installment of \$37.50 shows paid.
10. Annual assessment for the maintenance of 0131941 - Eel River Drain, shows none due at this time.
- Note: Subsequent assessments as required.

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PRELIMINARY TITLE

(Tracts 1-4)



First American

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

11. Real estate taxes assessed for the year 2023 are due in two installments payable May 10, 2024 and November 10, 2024:

Parcel No.: 02-01-07-400-005.000-044 (Tract B)

May Installment of \$86.44 shows paid

November Installment of \$86.44 shows paid

Tax Year:	Current Year 2023 due 2024
Land:	\$10,800.00
Improvements:	\$0.00
Homeowners Exemption:	\$0.00
Supplemental Homestead:	\$0.00
Other Exemption:	\$0.00

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

Taxes for the year 2024 due in May and November, 2025.

12. Annual assessment for the maintenance of 0131940 - Geller Rodenbeck Dra due May 10, 2024, in the amount of \$10.02 shows paid.

Note: Subsequent assessments as required.

13. Annual assessment for the maintenance of 0131400 - Martin Johnson Drain due May 10, 2024, in the amount of \$10.02 shows paid.

Note: Subsequent assessments as required.

14. Annual assessment for the maintenance of 0131941 - Eel River Drain, shows none due at this time.

Note: Subsequent assessments as required.

15. Rights of tenants, if any, under any unrecorded leases.

Note: This commitment is for informational purposes only and no final title policy will be issued.

16. Terms, conditions and provisions of Wildlife Habitat Restoration Agreement dated December 8, 1949, recorded February 28, 1950, in Deed Book 127, pages 477-478.

17. Terms, conditions and provisions of Agreement dated September 1, 1956, recorded November 26, 1956, in Deed Book 173, page 311.

18. Terms, conditions and provisions of Agreement dated November 17, 1956, recorded May 31, 1962, in Deed Book 235, pages 334-335.

19. Rights of way for drainage tiles, ditches, feeders, laterals, and legal drains and ditches, if any.

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PRELIMINARY TITLE

(Tracts 1-4)



First American

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

20. Rights of the public, the State of Indiana and the municipality in and to that part of the land, if any, taken or used for road purposes, including utility right of way.
21. Notwithstanding any reference to the acreage or quantity of land described on Schedule A, nothing contained herein insures the quantity of land contained within the boundaries of the land described in Schedule A.
22. Exception is made to potential Barrett Law Assessments not yet confirmed as of the date of this search. The Barrett Law Office should be contacted for further information at (260) 427-1105.
23. Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.

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PRELIMINARY TITLE

(Tracts 1-4)



First American

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

ALTA COMMITMENT FOR TITLE INSURANCE

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

NOTICE

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

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


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

COMMITMENT TO ISSUE POLICY

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

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

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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PRELIMINARY TITLE

(Tracts 1-4)



First American

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

COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

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PRELIMINARY TITLE

(Tracts 1-4)



First American

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

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

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PRELIMINARY TITLE

(Tracts 1-4)



First American

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

- 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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TITLE WORK EXCEPTIONS

(Tracts 1-4)

Form Approved By
Indiana Attorney
General: 10-2-47

Pittman Robinson Project
311 W. Washington St.
Indianapolis 19 Indiana

Book 127 Page 477-478
FARMER - STATE COOPERATIVE AGREEMENT
For
WILDLIFE HABITAT RESTORATION PROGRAM

20182

I - Revised
CARL W. REKEWEG
RECORDER
ALLEN COUNTY, IND.

1950 FEB 28 AM 9:13

THIS AGREEMENT entered into this 8th day of December 1949,

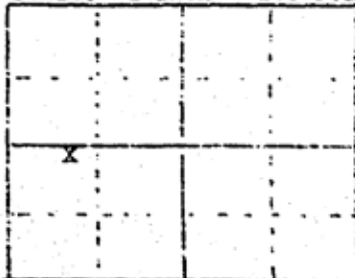
by the INDIANA DEPARTMENT OF CONSERVATION by its DIVISION OF FISH AND GAME
hereinafter called the STATE, and Howard A. Green and Freda L. Green
owner of the real estate herein described for his heirs, administrators, and assigns
hereinafter called the OWNER, WITNESSETH:

Purpose
1. That the parties hereto agree to cooperate to effectuate the development and maintenance of a food, cover, and nesting unit for wildlife on the real estate herein described under the provisions of the Cooperative Wildlife Habitat Restoration Program, Indiana Project G-D;

Consideration
2. That any benefits of whatsoever nature or kind, insuring, or reasonably expected to insure, to any party hereto, by reason of this agreement, shall be deemed by that party sufficient consideration for the performance, or the promise to perform, any act required of such party by this agreement;

Lease & Term
3. That the OWNER in consideration of the premises and of the sum of \$1.00, receipt of which is hereby acknowledged, does hereby lease, let and demise to the STATE for the term of ten years the following described real estate to-wit:

Scale: 1 inch = 160 rods



Acres: 2.55 (more or less)

Quarter: NW 1/4 of SW 1/4

Section: 7

Township: 32N

Range: 11E

County: Allen

Nearest Town: Churubusco

said area being more particularly described on a plat marked Exhibit A and dated the same date herewith;

Obligations of the STATE
4. That the STATE agrees to use the above described area for the purpose mentioned in Paragraph 1 and agrees:

Survey

(a) to pay all costs of surveying and measuring the above described area that is required; and

Vegetation

(b) to furnish all seeds, vines, shrubs, and trees that it may require to be planted on said area; and

Signs & Fencing

(c) to furnish all signs, and to pay the OWNER for all fencing which the STATE may require on said area according to the schedule of prices and specifications for such fencing which is contained in a separate contract entered into between said OWNER and the STATE and dated the same date herewith;

TITLE WORK EXCEPTIONS

(Tracts 1-4)

Book 127 Page 478

I-revised
Page 2

5. That the OWNER will furnish the labor, tools and equipment necessary to the establishment, development and maintenance of the above described area for the purpose herein stated and agrees:
- Planting (a) that he will plant and tend said area according to the plans and directions furnished by the STATE; and
- Maintenance (b) that he will care for and maintain said area, and the fence and signs around the area under the supervision of the STATE; and
- Fire & Grazing (c) that he will take reasonable care to prevent damage to the area by fire and to prevent his domestic stock from grazing on the above described area;
- Hunting 6. That the area herein leased to the STATE as a wildlife habitat and sanctuary shall be closed for hunting during the term of this lease and that the remainder of the OWNER'S farm will not be closed as a wildlife sanctuary and that the OWNER will permit hunting on such remainder under the same rules and restrictions which the OWNER imposed upon hunters prior to this lease.
- Release 7. That this contract and lease may be terminated by the STATE on 90 days' notice in writing mailed to the OWNER, in which event, the STATE will at its expense prepare, execute and record a release of this agreement.
- Duplicate 8. This lease and agreement is executed in duplicate and each copy thereof shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

INDIANA DEPARTMENT OF CONSERVATION

STATE

BY

H. P. Cottingham
Director, Division of Fish and Game
H. P. Cottingham

OWNER

Husband Howard A. Green

Wife Freda L. Green

H. P. 2, Chubbuck, Indiana
Post Office Address

State of Indiana

SS

County of Marion

STATE AGENCY INSTRUMENT

Before me this 12th day of November 1949 personally appeared

H. P. Cottingham, known by me to be the Director of the Division of Fish and Game of the Department of Conservation of the State of Indiana, and as such director acknowledges the execution of the above and foregoing instrument.

SEAL

My Commission Expires: 2/15/52

Elvie Hartough
Notary Public
Elvie Hartough

State of Indiana

SS

County of Allen

OWNER AGENCY INSTRUMENT

Before me this 8th day of December 1949 personally appeared

Howard A. Green and Freda L. Green, known by me to be the owner of the real estate which is above described, and as such owner acknowledges the execution of the above and foregoing instrument.

My Commission Expires: February 28, 1953

Herschell L. King
Notary Public
Herschell L. King

TITLE WORK EXCEPTIONS

(Tracts 1-4)

7005

Book 173 Page 311

Churchman, Ind.

AGREEMENT

Heretofore, on September 1, 1956, Howard A. Green and Freeda L. Green, husband and wife, first parties, sold to George Gump and Hildreth Gump, husband and wife, second parties, for a consideration of One Dollar and Other Valuable Consideration, the following described real estate, in Allen County, State of Indiana, to-wit:

Part of fractional Southwest Quarter of Section Seven (7), Township Thirty-two (32) North, Range Eleven (11) East, Allen County, Indiana, and being more particularly described as follows: Commencing at the Southwest Corner of fractional Southwest Quarter of Section Seven (7), Township Thirty-two (32) North, Range Eleven (11) East; thence Northeasterly on and along the center-line of State Road Number 205 a distance of 1733.1 feet; thence North a distance of 50.5 feet to a point on the right-of-way line of said State Road, said point being the point of beginning; thence continuing North a distance of 903.8 feet; thence Easterly a distance of 200.7 feet; thence South a distance of 738 feet to a point on the right-of-way line of State Road Number 205; thence Southwesterly on and along right-of-way line of said State Road, a distance of 241.4 feet to the point of beginning, containing 3.5 acres of land, more or less.

COSGUTH E. RAYNER
RECORDER
ALLEN COUNTY, IND.

1956 NOV 23 AM 8:37

As a further consideration for said real estate, first parties also agreed with second parties to install an 8 inch tile ditch on or before the 1st day of January, 1957. Said ditch to be 7 feet deep. Said ditch to commence at the dredge ditch west of above real estate and said ditch to extend east for a distance within 50 feet of second parties east line of said real estate, the location of said ditch to be as second parties may direct.

Whoever now or hereafter owns ground or land this tile ditch goes through, must keep said ditch in working condition at all times. If they fail to do so, then, second parties shall have the right at owners expense to make such repairs as necessary for said ditch to be placed in good working condition.

Witness the hands and seals of the parties, this 17 day of November, 1956.

Howard A. Green (Seal) George Gump (Seal)
Howard A. Green George Gump
Freeda L. Green (Seal) Hildreth Gump (Seal)
Freeda L. Green Hildreth Gump
First Parties Second Parties

State of Indiana)
County of Whitley) ss:

Before me, the undersigned, a notary public in and for said county and state, this 17 day of November, 1956, personally appeared Howard A. Green and Freeda L. Green, husband and wife, first parties, and George Gump and Hildreth Gump, husband and wife, second parties, and acknowledged the execution of the above and foregoing "Agreement" to be their free act and deed for the uses and purposes therein expressed.

Witness my hand and official seal.

Commission expires,

May 4, 1957



Wm. M. Fickler
Notary Public

TITLE WORK EXCEPTIONS

(Tracts 1-4)

26396

AGREEMENT

Book 235 Page 334-
335

Whereas, on November 17, 1956, the undersigned, Howard A. Green and Freeda L. Green, husband and wife, executed an Agreement as First Parties with George Gump and Hildreth Gump, husband and wife, as Second Parties, respecting a tile ditch to service the property in Allen County, State of Indiana, described as follows, to-wit:

Part of fractional Southwest Quarter of Section Seven (7), Township Thirty-two (32) North, Range Eleven (11) East, being more particularly described as follows: Commencing at the Southwest Corner of fractional Southwest Quarter of Section Seven (7), Township Thirty-two (32) North, Range Eleven (11) East; thence Northeasterly on and along the centerline of State Road Number 205 a distance of 1733.1 feet; thence North a distance of 50.5 feet to a point on the right-of-way line of said State Road, said point being the point of beginning; thence continuing North a distance of 903.8 feet; thence Easterly a distance of 200.7 feet; thence South a distance of 738 feet to a point on the right-of-way line of State Road Number 205; thence Southwesterly on and along right-of-way line of said State Road, a distance of 241.4 feet to the point of beginning, containing 3.8 acres of land more or less,

and

Whereas, said tile ditch has now been constructed in place in keeping with the provisions of said Agreement dated November 17, 1956, and

Whereas, although the parties to said Agreement desired to establish the same as covenants running with the land and as insuring to the benefit of themselves and their respective successors in the title or titles to the real estate affected by said Agreement, said Agreement does not so provide.

NOW, THEREFORE, in consideration of Bernard E. Shady and Elsie J. Shady, husband and wife, accepting title to the real estate herein particularly described upon the understanding that the terms

Richard Heston
ALLEN COUNTY RECORDER

1962 MAY 31 AM 11 07

(Tracts 1-4)

- 2 -

FARM #2
(TRACTS 5-7)

TAX REPORT - (Tracts 5-7)



LowTaxInfo

Allen
County



Duglay Rd

Churubusco, IN 46723

Green Family Farms LLC

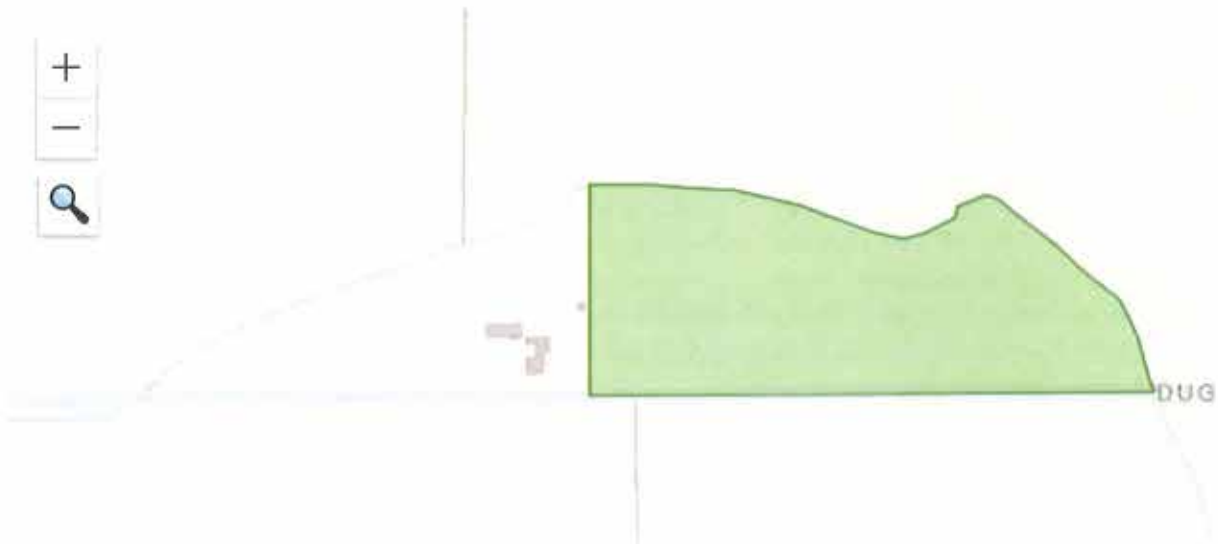
12520 Wandering Way
Fort Wayne, IN 46818

Spring Due by 05/10/2024: \$0.00

Fall Due by 11/12/2024: \$0.00

\$0.00

Total Due ⓘ



Allen County

Powered by Esri

Property Information

Tax Year/Pay Year

2023 / 2024

Parcel Number

02-01-07-400-005.000-044

Duplicate Number

1810454

Property Type

Real

Tax Unit / Description

44 - Eel River

Property Class

AGRICULTURAL - VACANT LAND

Mortgage Company

None

TIF

None

Homestead Credit Filed?

No

Over 65 Circuit Breaker?

No

TAX REPORT - (Tracts 5-7)

Legal Description

Note: Not to be used on legal documents

10.02ac Tr S Of Duglay Ditch Se 1/4 Sec 7

Section-Township-Range

No Info

Parcel Acres

10.02

Lot Number

No Info

Block/Subdivision

No info

Billing

Detail

	Tax Bill	Adjustments	Balance
Spring Tax:	\$86.44	\$0.00	\$86.44
Spring Penalty:	\$0.00	\$0.00	\$0.00
Spring Annual:	\$0.00	\$0.00	\$0.00
Fall Tax:	\$86.44	\$0.00	\$86.44
Fall Penalty:	\$0.00	\$0.00	\$0.00
Fall Annual:	\$0.00	\$0.00	\$0.00
Delq NTS Tax:	\$0.00	\$0.00	\$0.00
Delq NTS Pen:	\$0.00	\$0.00	\$0.00
Delq TS Tax:	\$0.00	\$0.00	\$0.00
Delq TS Pen:	\$0.00	\$0.00	\$0.00
Other Assess:	\$20.04	\$0.00	\$20.04
Late Fine:	\$0.00	\$0.00	\$0.00
20% Penalty:	\$0.00	\$0.00	\$0.00
Demand Fee:	\$0.00	\$0.00	\$0.00
Jdg Tax/Pen/Int:	\$0.00	\$0.00	\$0.00
Judgement Fee:	\$0.00	\$0.00	\$0.00
Advert Fee:	\$0.00	\$0.00	\$0.00
Tax Sale Fee:	\$0.00	\$0.00	\$0.00
NSF Fee:	\$0.00	\$0.00	\$0.00
Certified to Court:	\$0.00	\$0.00	\$0.00
LIT Credits:	\$14.49	\$0.00	\$14.49
PTRC:	\$0.00	\$0.00	\$0.00
HMST Credit:	\$0.00	\$0.00	\$0.00
Circuit Breaker Credit:	\$0.00	\$0.00	\$0.00
Over 65 CB Credit:	\$0.00	\$0.00	\$0.00

TAX REPORT - (Tracts 5-7)

	Tax Bill	Adjustments	Balance
Tax and Penalty:			\$172.88
Other Assess (+):			\$20.04
Fees (+):			\$0.00
Cert to Court (-):			\$0.00
Subtotal:			\$192.92
Receipts:			\$192.92
Total Due:			\$0.00
Surplus Transfer:			\$0.00
Account Balance:			\$0.00

Payments

Payable Year	Entry Date	Payable Period	Amount Paid	Notes	Property Project
2024	04/17/2024	S	\$106.48	Lock Box Payment Check Nbr 1129	N
2024	04/17/2024	S	\$86.44	Lock Box Payment Check Nbr 1129	N

Tax History

Pay Year	Spring	Fall	Delinquencies	Total Tax	Payments
2024	\$106.48	\$86.44	\$0.00	\$192.92	\$192.92
2023	\$73.92	\$63.90	\$0.00	\$137.82	\$137.82
2022	\$69.10	\$59.08	\$0.00	\$128.18	\$128.18
2021	\$70.56	\$60.54	\$167.62	\$298.72	\$298.72
2020	\$76.19	\$76.19	\$7.62	\$160.00	\$0.00
2019	\$90.42	\$80.40	\$118.44	\$289.26	\$289.26
2018	\$98.70	\$98.70	\$9.87	\$207.27	\$98.70
2017	\$146.51	\$136.49	\$0.00	\$283.00	\$283.00
2016	\$159.02	\$149.00	\$0.00	\$308.02	\$308.02
2015	\$159.02	\$149.00	\$0.00	\$308.02	\$308.02
2014	\$138.02	\$128.00	\$0.00	\$266.02	\$266.02
2013	\$128.02	\$118.00	\$0.00	\$246.02	\$246.02
2012	\$109.00	\$109.00	\$0.00	\$218.00	\$218.00

TAX REPORT - (Tracts 5-7)

Pay Year	Spring	Fall	Delinquencies	Total Tax	Payments
<u>2011</u>	\$103.02	\$93.00	\$0.00	\$196.02	\$196.02

Tax Overview

Current Tax Summary

Tax Summary Item	2023	2024
1. Gross assessed value of property		
1a. Gross assessed value of land and improvements	\$0	\$0
1b. Gross assessed value of all other residential property	\$8,600	\$10,800
1c. Gross assessed value of all other property	\$0	\$0
2. Equals total gross assessed value of property	\$8,600	\$10,800
2a. Minus deductions	\$0	\$0
3. Equals subtotal of net assessed value of property	\$8,600	\$10,800
3a. Multiplied by your local tax rate	1.585	1.735
4. Equals gross tax liability	\$136.30	\$187.37
4a. Minus local property tax credits	(\$8.50)	(\$14.49)
4b. Minus savings due to property tax cap	\$0.00	\$0.00
4c. Minus savings due to 65 years & older cap	\$0.00	\$0.00
4d. Minus savings due to county option circuit breaker credit	\$0.00	\$0.00
5. Total property tax liability	\$127.80	\$172.88

Assessed Values as of 04/07/2023

Land Value	\$10,800
Improvements	\$0

Exemptions / Deductions

Description	Amount
No data	

Other Assessments

Assessment Name	Billing	Adjustments	Balance
0131940 - Geller Rodenbeck Dra	\$10.02	\$0.00	\$10.02
0131400 - Martin Johnson Drain	\$10.02	\$0.00	\$10.02

TAX REPORT - (Tracts 5-7)

History

Property

Event	Date	Effective Date	Create Year	Related Parcel Number	Book	Page	Doc Nbr
No data							

Transfer

Transferred From	Transfer Date	Reference Number	Document Number	Book	Page
Green James Howard & Carol S	02/22/2018		2018009747		
Jones Carolyn	10/22/1998	0098-11341			
Prior To Tax System	06/28/1991	0z4230			

TAX REPORT - (Tracts 5-7)

02-01-07-400-005.000-044			Green Family Farms LLC			11500 DUGLAY RD			100, Vacant Land			AGIRURAL RES HOMESIT			1/2															
General Information			Ownership			Transfer of Ownership			Notes																					
Parcel Number	02-01-07-400-005.000-044		Green Family Farms LLC	Green Family Farms LLC		Date	Owner	Doc ID	Code	Book/Page	Adj Sale Price	VII																		
Local Parcel Number	02-01-07-400-005.000-044		12520 Wandering Way	Green Family Farms L		02/22/2018	Green Family Farms L	2018059747	QC	/		I																		
Local Parcel Number	14-0007-0043		Fort Wayne, IN 46818	GREEN JAMES HOW		10/22/1998	GREEN JAMES HOW	20878	WD	98-11341	\$30,000	I																		
Tax ID:			Legal	JONES CAROLYN		01/01/1900	JONES CAROLYN		WD	/		I																		
Routing Number			10.02AC TR S OF DUGLAY DITCH																											
Property Class	100		SE 1/4 SEC 7																											
Vacant Land																														
Year: 2024			Valuation Records (Work In Progress values are not certified values and are subject to change)																											
County	Allen		Agricultural																											
Township	EEL RIVER TOWNSHIP		2024	Assessment Year	2024	2023	2022	2021	2020																					
District 044 (Local 014)			WIP	Reason For Change	AA	AA	AA	AA	AA																					
044 EEL RIVER (14)			01/23/2024	As Of Date	03/22/2024	04/07/2023	03/21/2022	03/17/2021	03/13/2020																					
School Corp 0225			Indiana Cost Mod	Valuation Method	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod																					
NORTHWEST ALLEN COUNTY			1.0000	Equalization Factor	1.0000	1.0000	1.0000	1.0000	1.0000																					
EEL RIVER TOWNSHIP			Notice Required				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>																					
District 044 (Local 014)			\$13,000	Land	\$13,000	\$10,800	\$8,600	\$7,400	\$7,300																					
044 EEL RIVER (14)			\$0	Land Res (1)	\$0	\$0	\$0	\$0	\$0																					
School Corp 0225			\$13,000	Land Non Res (2)	\$13,000	\$10,800	\$8,600	\$7,400	\$7,300																					
NORTHWEST ALLEN COUNTY			\$0	Land Non Res (3)	\$0	\$0	\$0	\$0	\$0																					
EEL RIVER TOWNSHIP			\$0	Improvement	\$0	\$0	\$0	\$0	\$0																					
District 044 (Local 014)			\$0	Imp Res (1)	\$0	\$0	\$0	\$0	\$0																					
044 EEL RIVER (14)			\$0	Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0																					
School Corp 0225			\$0	Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0																					
NORTHWEST ALLEN COUNTY																														

TAX REPORT - (Tracts 5-7)

STATE FORM 5359 (R24/11-23)
APPROVED BY STATE BOARD OF ACCOUNTS, 2023

TREASURER FORM TS-1A

PRESCRIBED BY THE DEPARTMENT OF LOCAL GOVERNMENT FINANCE IC 6-1.1-22-8.1

COUNTY: 2-Allen

SPRING INSTALLMENT REMITTANCE COUPON

PARCEL NUMBER 02-01-07-400-005.000-044	Duplicate NUMBER 1810454	TAX YEAR 2023 Payable 2024	Late Payment Penalty: 5% penalty after May 10, 2024, if there is no delinquent amount: 10% penalty for previous delinquency or if payment is made after June 10, 2024
TAXING UNIT NAME Eel River	LEGAL DESCRIPTION 10.02ac Tr S Of Duglay Ditch Se 1/4 Sec 7		

PROPERTY ADDRESS

Duglay Rd, Churubusco IN 46723



SPRING AMOUNT DUE
by May 10, 2024

\$0.00

Green Family Farms LLC
12520 Wandering Way
Fort Wayne IN 46818

Office Phone: (260)449-7693
Pay Online at: AllenCounty.in.gov/Treasurer
Pay By Phone: 1-844-576-2177
Remit Payment and Make Check Payable to:
Allen County Treasurer
PO Box 2540
Fort Wayne IN 46801-2540

0001810454 000000000000

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COUNTY: 2-Allen

FALL INSTALLMENT REMITTANCE COUPON

PARCEL NUMBER 02-01-07-400-005.000-044	Duplicate NUMBER 1810454	TAX YEAR 2023 Payable 2024	Late Payment Penalty: 5% penalty after November 12, 2024, if there is no delinquent amount: 10% penalty for previous delinquency or if payment is made after December 12, 2024
TAXING UNIT NAME Eel River	LEGAL DESCRIPTION 10.02ac Tr S Of Duglay Ditch Se 1/4 Sec 7		

PROPERTY ADDRESS

Duglay Rd, Churubusco IN 46723



FALL AMOUNT DUE
by November 12, 2024

\$0.00

Green Family Farms LLC
12520 Wandering Way
Fort Wayne IN 46818

Office Phone: (260)449-7693
Pay Online at: AllenCounty.in.gov/Treasurer
Pay By Phone: 1-844-576-2177
Remit Payment and Make Check Payable to:
Allen County Treasurer
PO Box 2540
Fort Wayne IN 46801-2540

0001810454 000000000000

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COUNTY: 2-Allen

TAXPAYER'S COPY - KEEP FOR YOUR RECORDS

PARCEL NUMBER 02-01-07-400-005.000-044	Duplicate NUMBER 1810454	TAX YEAR 2023 Payable 2024	DUE DATES
TAXING UNIT NAME Eel River	LEGAL DESCRIPTION 10.02ac Tr S Of Duglay Ditch Se 1/4 Sec 7		SPRING - May 10, 2024 FALL - November 12, 2024

DATE OF STATEMENT: 11/13/2024

TOTAL DUE FOR 2023 PAY 2024: \$0.00

PROPERTY ADDRESS Duglay Rd, Churubusco IN 46723		
PROPERTY TYPE Real	TOWNSHIP: Eel River	
ACRES 10.0200	Total AV PTRC Rate 8.0317	LIT 1% Rate 8.0584

Green Family Farms LLC
12520 Wandering Way
Fort Wayne IN 46818

ITEMIZED CHARGES	SPRING TOTAL	FALL TOTAL
Tax	\$86.44	\$86.44
Delinquent Tax	\$0.00	\$0.00
Delinquent Penalty	\$0.00	\$0.00
Other Assessment (OA)	\$20.04	\$0.00
Delinquent OA Tax	\$0.00	\$0.00
Delinquent OA Penalty	\$0.00	\$0.00
Fees	\$0.00	\$0.00
Adjustments	\$0.00	\$0.00
Amount Due	\$106.48	\$86.44
Payment Received	\$106.48	\$86.44
Balance Due	\$0.00	\$0.00

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TAX REPORT - (Tracts 5-7)

STATE FORM 53569 (R24/11-23)
APPROVED BY STATE BOARD OF ACCOUNTS, 2023

TREASURER FORM TS-1A
PRESCRIBED BY THE DEPARTMENT OF LOCAL GOVERNMENT FINANCE IC 6-1.1-22-8.1

SPECIAL MESSAGE TO PROPERTY OWNER

Property taxes are constitutionally capped at 1% of property values for homesteads (owner-occupied), 2% for other residential property and agricultural land, and 3% for all other property. The Mortgage Deduction is no longer available beginning with 2023 Pay 2024. Please note that local government unit annual budget notices are now available online at: <https://budgetnotices.in.gov>. Additional information for how to read your current tax bill can be located online at: www.in.gov/dlgf/understanding-your-tax-bill/tax-bill-101.

TAXPAYER AND PROPERTY INFORMATION

<u>Taxpayer Name</u> Green Family Farms LLC 12520 Wandering Way Fort Wayne IN 46818	<u>Address</u> Duglay Rd Churubusco IN 46723	<u>Date of Notice</u> November 13, 2024 <u>Duplicate Number</u> 1810454	<u>Parcel Number</u> 02-01-07-400-005.000-044 <u>Tax ID Number</u> 02-01-07-400-005.000-044	<u>Taxing District</u> 044 Eel River
<u>Legal Description</u> 10.02ac Tr S Of Duglay Ditch Se 1/4 Sec 7	<u>Billed Mortgage Company</u>			<u>Property Type</u> Real

Spring installment due on or before May 10, 2024 and Fall installment due on or before November 12, 2024.

TABLE 1: SUMMARY OF YOUR TAXES

ASSESSED VALUE AND TAX SUMMARY	2022 Pay 2023	2023 Pay 2024
1a. Gross assessed value of homestead property	\$0	\$0
1b. Gross assessed value of other residential property and farmland	\$8,600	\$10,800
1c. Gross assessed value of all other property, including personal property	\$0	\$0
2. Equals total gross assessed value of property	\$8,600	\$10,800
2a. Minus deductions (see Table 5 below)	\$0	\$0
3. Equals subtotal of net assessed value of property	\$8,600	\$10,800
3a. Multiplied by your local tax rate	1.5850	1.7350
4. Equals gross tax liability (see Table 3 below)	\$136.30	\$187.37
4a. Minus local property tax credits	(\$8.50)	(\$14.49)
4b. Minus savings due to property tax cap (see Table 2 and footnotes below)	\$0.00	\$0.00
4c. Minus savings due to over 65 circuit breaker credit ¹	\$0.00	\$0.00
4d. Minus savings due to county option circuit breaker credit	\$0.00	\$0.00
5. Total property tax liability (see remittance coupon for total amount due)	\$127.80	\$172.88

Please see Table 4 for a summary of other charges to this property.

TABLE 2: PROPERTY TAX CAP INFORMATION

Property tax cap (1%, 2%, or 3%, depending upon combination of property types) ²	\$172.00	\$216.00
Upward adjustment due to voter-approved projects and charges (e.g., referendum) ³	\$6.08	\$6.91
Maximum tax that may be imposed under	\$178.08	\$222.91

TABLE 3: GROSS PROPERTY TAX DISTRIBUTION AMOUNTS APPLICABLE TO THIS PROPERTY

TAXING AUTHORITY	TAX RATE 2023	TAX RATE 2024	TAX AMOUNT 2023	TAX AMOUNT 2024	TAX DIFFERENCE 2023-2024	PERCENT DIFFERENCE
AIRPORT	0.0347	0.0333	\$2.98	\$3.60	\$0.62	20.81%
COUNTY	0.4335	0.4119	\$37.28	\$44.48	\$7.20	19.31%
LIBRARY	0.1304	0.1233	\$11.21	\$13.32	\$2.11	18.82%
NW FIRE	0.1067	0.0000	\$9.18	\$0.00	(\$9.18)	(100.00%)
NW FIRE DIST	0.0000	0.2868	\$0.00	\$30.97	\$30.97	0.00%
SCHOOL	0.8797	0.8797	\$75.65	\$95.00	\$19.35	25.58%
TOWNSHIP	0.0000	0.0000	\$0.00	\$0.00	\$0.00	0.00%
TOTAL	1.5850	1.7350	\$136.30	\$187.37	\$51.07	37.47%

TABLE 4: OTHER CHARGES / ADJUSTMENTS TO THIS PROPERTY

LEVYING AUTHORITY	2023	2024	% Change
0131400 - Martin Johnson Drain	\$10.02	\$10.02	0.0%
0131940 - Geller Rodenbeck Dra	\$0.00	\$10.02	100.0%
0131941 - Eel River Drain	\$0.00	\$0.00	0.0%
TOTAL ADJUSTMENTS	\$10.02	\$20.04	100.0%

TABLE 5: DEDUCTIONS APPLICABLE TO THIS PROPERTY⁴

TYPE OF DEDUCTION	2023	2024
TOTAL DEDUCTIONS	\$0	\$0

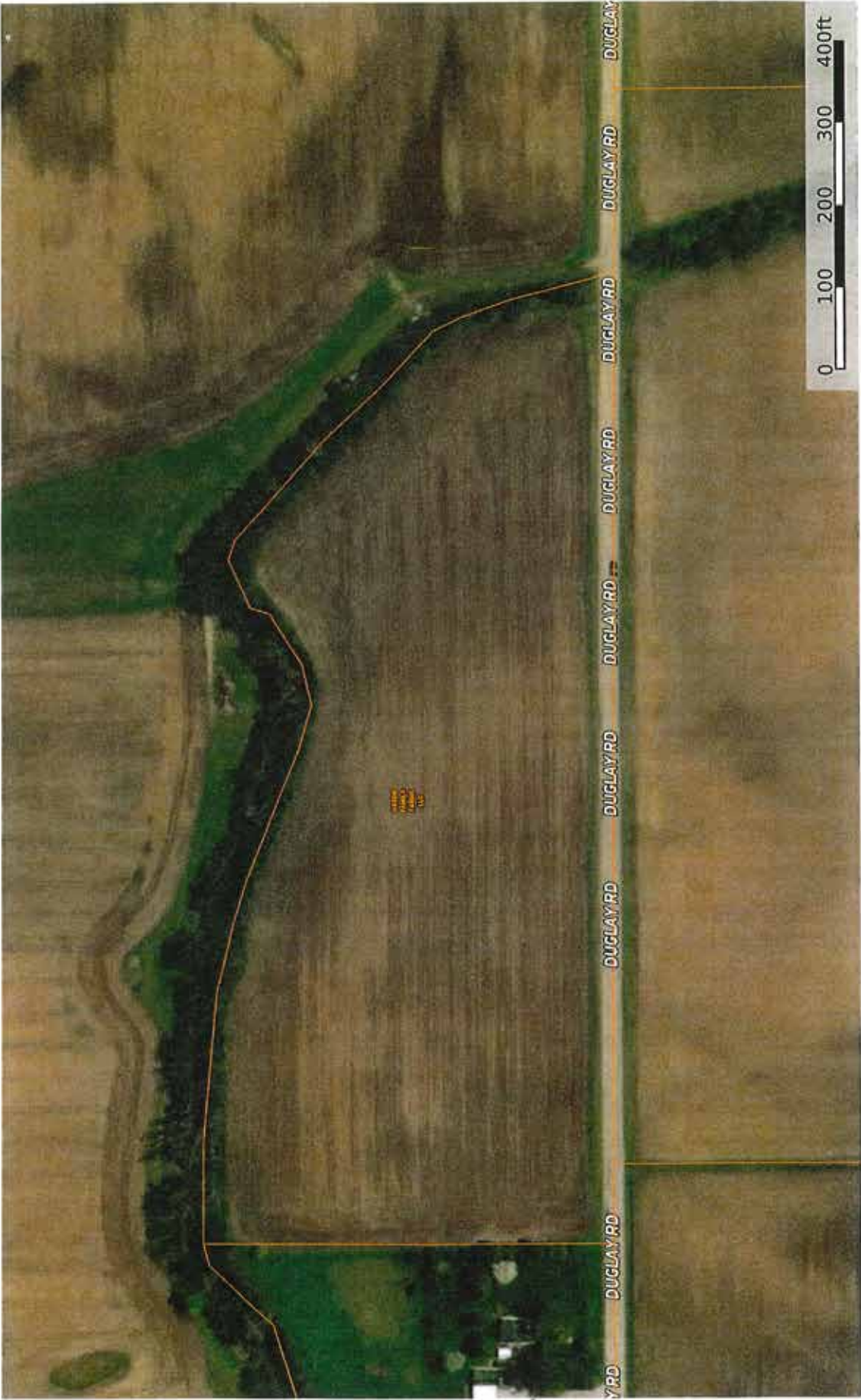
1. A taxpayer can only receive the Over 65 Circuit Breaker Credit or the County Option Circuit. Indiana Code § 6-1.1-49-6 specifies that a taxpayer cannot receive both.

2. The property tax cap is calculated separately for each class of property owned by the taxpayer.

3. Changes not subject to the property tax caps include property tax levies approved by voters through a referendum. When added to the base property tax cap amount for your property, this creates the effective tax cap. For more information, see the back of this document. Information regarding the referendums proposed during the most recent elections can be located online at: www.in.gov/dlgf/referendum-information.

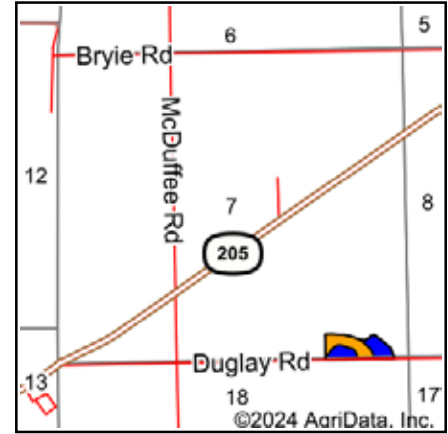
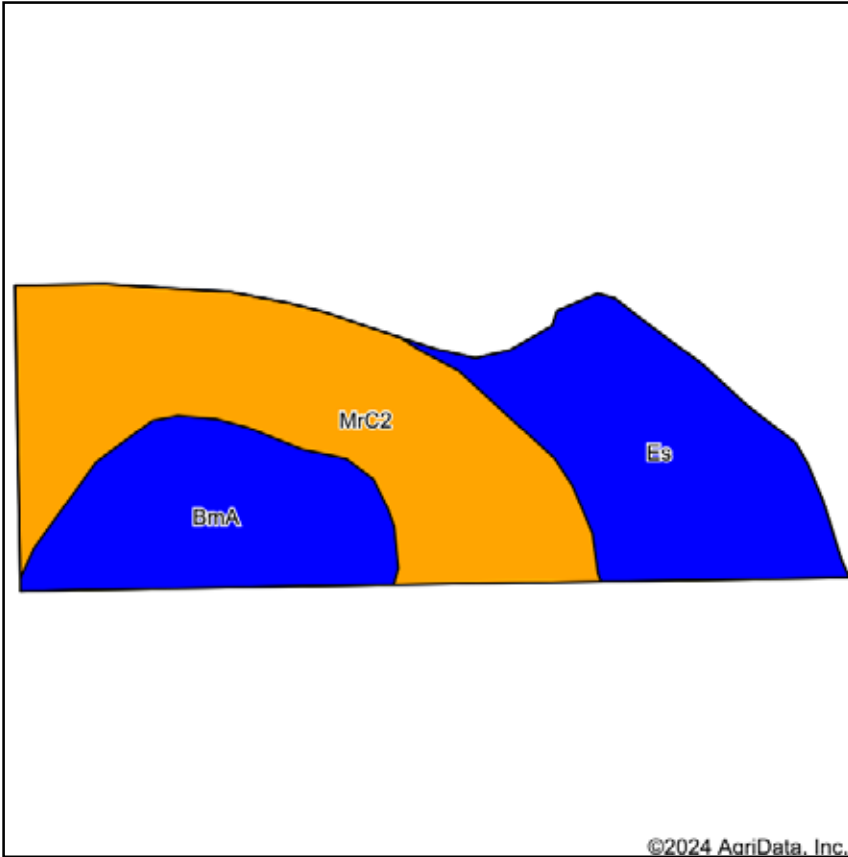
4. If any circumstances have changed that would make you ineligible for a deduction that you have been granted per Table 5 of this tax bill, you must notify the county auditor. If such a change in circumstances has occurred and you have not notified the county auditor, the deduction will be disallowed and you will be liable for taxes and penalties on the amount deducted.

TAX REPORT - (Tracts 5-7)



The information contained herein was obtained from sources
deemed to be reliable.
id. Services make no warranties or guarantees as to the
completeness or accuracy thereof.

SOIL MAP - (Tracts 5-7)



State: **Indiana**
 County: **Allen**
 Location: **7-32N-11E**
 Township: **Eel River**
 Acres: **9.71**
 Date: **11/13/2024**

SCHRADER
 Real Estate and Auction Company, Inc.

Maps Provided By:
surety
 CUSTOMIZED ONLINE MAPPING
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Soils data provided by USDA and NRCS.


Area Symbol: IN003, Soil Area Version: 24										
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Corn silage Tons	Pasture AUM	Soybeans Bu	Winter wheat Bu
MrC2	Morley silt loam, 6 to 12 percent slopes, eroded	4.47	46.0%		IIIe	118	16		41	53
Es	Eel silt loam, 0 to 2 percent slopes, frequently flooded	2.93	30.2%		IIw	123			43	8
BmA	Blount loam, interlobate moraines, 0 to 2 percent slopes	2.31	23.8%		IIw	142	17	9	52	56
Weighted Average					2.46	125.2	11.4	2.1	44.2	40.1

Soils data provided by USDA and NRCS.


TOPO CONTOURS MAP - (Tracts 5-7)



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Maps Provided By:



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Source: USGS 1 meter dem

Interval(ft): 2.0

Min: 862.5

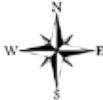
Max: 887.4

Range: 24.9

Average: 878.1

Standard Deviation: 5.87 ft

0ft 249ft 498ft



11/13/2024

7-32N-11E
Allen County
Indiana

Boundary Center: 41° 14' 8.38, -85° 17' 26.91

FLOOD MAP - (Tracts 1-4)



Map Center: 41° 14' 8.38, -85° 17' 26.91

0ft 263ft 525ft

7-32N-11E
Allen County
Indiana



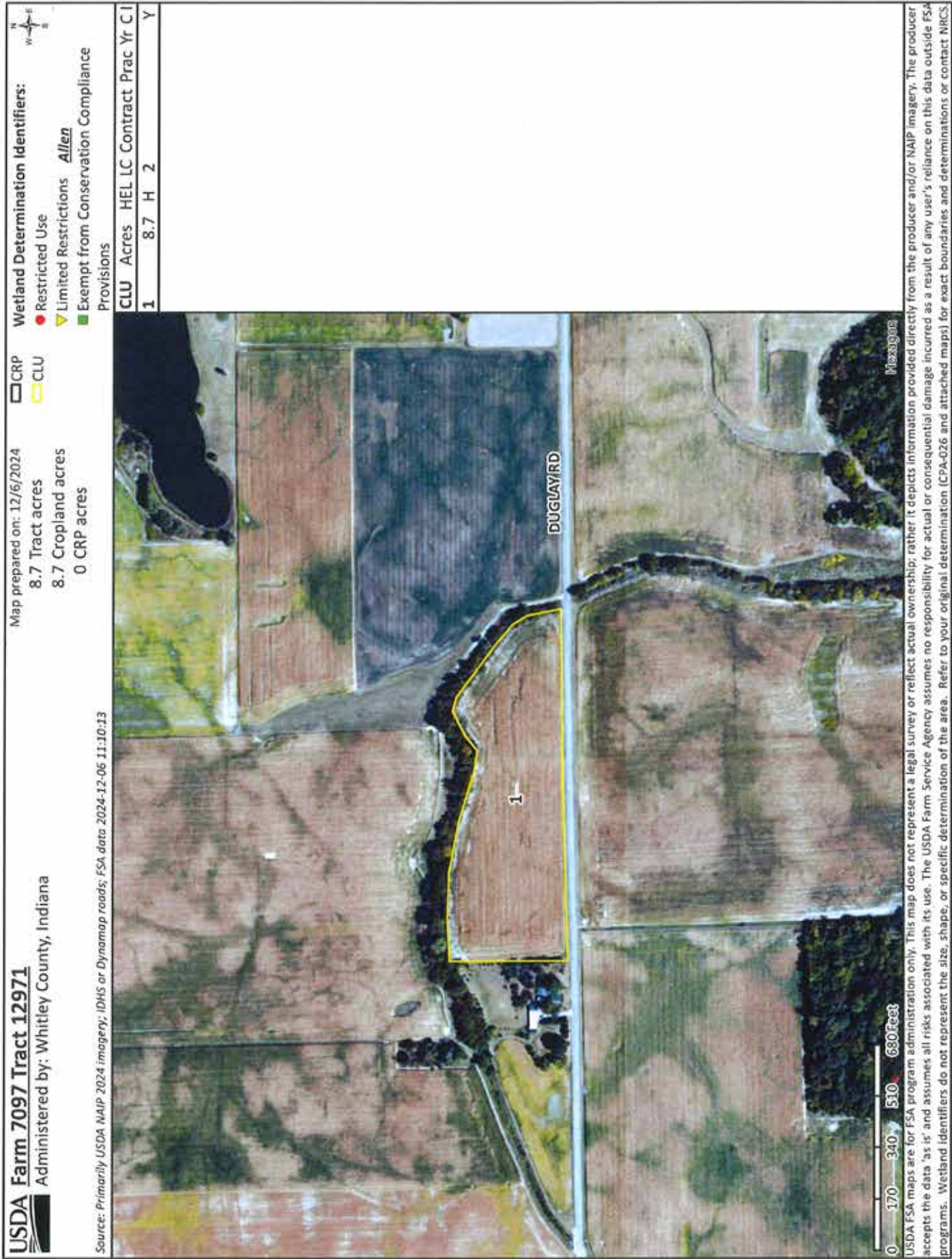
Maps Provided By:

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11/13/2024

Flood related information provided by FEMA

FSA FARM MAP - (Tracts 5-7)



**PRELIMINARY
TITLE
(*TRACTS 5-7*)**

PRELIMINARY TITLE

(Tracts 5-7)



First American

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

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

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

Issuing Agent: Metropolitan Title of Indiana, LLC
Issuing Office: 9604 Coldwater Road, Suite 105, Fort Wayne, IN 46825
Issuing Office File Number: 4035-259153
Property Address: 11500 Duglay Road, Churubusco, IN 46723
Revision Number:



SCHEDULE A

1. Commitment Date: November 27, 2024 at 8:00 a.m.
2. Policy to be issued:
 - a. ALTA® Standard Owner's Policy
Proposed Insured: To Be Determined
Proposed Amount of Insurance: \$500.00
The estate or interest to be insured: See Item 3 below
 - b. ALTA® Standard Loan Policy
Proposed Insured: TBD - Lender and each successor and/or assign that is defined as an Insured in the Conditions.
Proposed Amount of Insurance: \$500.00
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:

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

Green Family Farms, LLC, an Indiana limited liability company
5. The Land is described as follows:

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

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

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Form 50115218 (8-11-22)

Page 1 of 11

PRELIMINARY TITLE

(Tracts 5-7)



First American

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

Part of the Southeast Quarter of Section 7, Township 32 North, Range 11 East, Allen County, Indiana, described as follows:

Commencing at the Southeast corner of the Southeast Quarter of said Section 7; thence North 89 degrees 48 minutes 07 seconds West along the south line of said Section 7, 221.74 feet to the point of beginning; thence continuing North 89 degrees 48 minutes 07 seconds West along said South line 1184.64 feet; thence North 00 degrees 03 minutes 46 seconds West 452.98 feet to the centerline of the Duglay Drain; thence following said centerline by the following five courses: South 87 degrees 15 minutes 56 seconds East 380.0 feet, South 72 degrees 23 minutes 22 seconds East 330.7 feet, North 56 degrees 48 minutes 07 seconds East 157.7 feet, South 50 degrees 42 minutes 21 seconds East 390.1 feet South 17 degrees 36 minutes 13 seconds East 187.0 feet to the point of beginning, said in previous deed to contain 10.02 acres, more or less, subject to easements and rights-of-way of record.

Also described by Survey in a modernized description of a tract described in Document Number 2018011837 as follows:

Part of the Southeast Quarter of Section 7, Township 32 North, Range 11 East, Allen County, Indiana, based on a survey by Joseph R. Herendeen, Indiana Professional Surveyor Number 20900190 of Sauer Land Surveying, Inc., Survey No. 151-135 "A", dated January 23, 2025, and being more particularly described as follows, to-wit:

Commencing at the Southeast corner of said Section 7, being marked by a cast iron monument; thence South 89 degrees 43 minutes 34 seconds West (GPS grid bearing and basis of all bearings in this description), on and along the South line of the Southeast Quarter of said Section 7 and within the right-of-way of Duglay Road, a distance of 220.26 feet to a survey nail at the true point of beginning; thence South 89 degrees 43 minutes 34 seconds West, continuing on and along said South line and within said right-of-way, a distance of 1185.22 feet to a survey nail; thence North 00 degrees 37 minutes 16 seconds West, a distance of 452.98 feet to the centerline of the Duglay Drain; thence Easterly, on and along said centerline, as defined by the following courses and distances: South 87 degrees 49 minutes 26 seconds East, a distance of 379.98 feet; thence South 72 degrees 56 minutes 52 seconds East, a distance of 330.68 feet; thence North 56 degrees 14 minutes 37 seconds East, a distance of 157.72 feet; thence South 51 degrees 15 minutes 51 seconds East, a distance of 390.06 feet; thence South 18 degrees 09 minutes 43 seconds East, a distance of 188.86 feet to the true point of beginning, said by Survey to contain 10.048 acres of land, subject to legal right-of-way for Duglay Road.

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

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Form 50115218 (8-11-22)

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PRELIMINARY TITLE

(Tracts 5-7)



First American

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

SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

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

If a prohibited foreign entity or person is a party to this transaction, the Company must be notified in writing. The Company will not knowingly close or insure a transaction that violates the referenced state law.

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

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11. Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmative statement: "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name)." See Indiana Code 36-2-11-15.
12. By virtue of I.C. 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the Closing Disclosure and/or Settlement Statement as TIEFF (Title Insurance Enforcement Fund Fee) Charge.
13. Note: Effective July 1, 2013 Senate Enrolled Act 370 (P.L. 80-2013) requires title insurance companies to charge a fee for closing protection letters in real estate transaction in which the title insurance company or its authorized agent acts as the settlement agent. In a residential transaction, the closing protection letters are mandatory and must be issued to each party. Insurance Company's fee for closing protection letters is \$25 for a seller's letter, \$25 for a buyer's or borrower's letter and \$25 for a lender's letter.
14. Beginning January 1, 2010, the closing agent is required to report to the Indiana Department of Insurance the names and license numbers of certain real estate professionals participating in each residential real estate transaction. The information must be provided to the closing agent on or before the date of closing. See Indiana Code 6-1.1-12-43(e) and 27-7-3-15.5.

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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. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping in improvements.
3. Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an accurate survey of the Land or by making inquiry of persons in possession of the Land.
4. Easements, liens or encumbrances or claims thereof, which are not shown by the Public Records.
5. Any lien, or right to a lien for services, labor or material 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.

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7. Real estate taxes assessed for the year 2023 are due in two installments payable May 10, 2024 and November 10, 2024:

Parcel No.: 02-01-07-400-005.000-044 - 10.02ac Tr S of Duglay Ditch SE 1/4 Sec 7

May Installment of \$86.44 shows paid

November Installment of \$86.44 shows paid

Tax Year:	Current Year 2023 due 2024
Land:	\$10,800.00
Improvements:	\$0.00
Homeowners Exemption:	\$0.00
Supplemental Homestead:	\$0.00
Other Exemption:	\$0.00

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

Taxes for the year 2024 due in May and November, 2025.

8. Annual assessment for the maintenance of 0131940 - Geller Rodenbeck Drain due May 10, 2024, in the amount of \$10.02 shows paid.
Note: Subsequent assessments as required.
9. Annual assessment for the maintenance of 0131400 - Martin Johnson Drain due May 10, 2024, in the amount of \$10.02 shows paid.
Note: Subsequent assessments as required.
10. Annual assessment for the maintenance of 0131941 - Eel River Drain, shows none due at this time.
Note: Subsequent assessments as required.
11. Submit to the Company the Operating Agreement, including any amendments thereto, of Green Family Farms, LLC, and the Certificate from the appropriate office in its state of domicile evidencing proper filing of the Articles of Organization.
- The above must be submitted to the Company for review before closing. The Company reserves the right to make further requirements and/or exceptions based upon examination of same.
12. If the Articles of Organization do not appoint a Manager, we require a resolution signed by all members approving the execution of the Limited Liability Company Warranty Deed or Mortgage and appointing an individual to sign the Limited Liability Company Warranty Deed or Mortgage.

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13. Right of Way for drainage, flow and maintenance of Duglay Ditch as set forth in IC 36-9-27-33.
14. Rights of the public, the State of Indiana and the municipality in and to that part of the land, if any, taken or used for road purposes, including utility right of way.
15. Rights of way for drainage tiles, ditches, feeders, laterals, and legal drains and ditches, if any.
16. Exception is made to potential Barrett Law Assessments not yet confirmed as of the date of this search. The Barrett Law Office should be contacted for further information at (260) 427-1105.
17. Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.

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First American

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ALTA COMMITMENT FOR TITLE INSURANCE

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

NOTICE

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

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


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

COMMITMENT TO ISSUE POLICY

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

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

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

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

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- 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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PHOTOS

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FARM 1 - TRACTS 1-4



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