

PREMIER NOBLE COUNTY
Land Auction

Auction Held at 5C Farms Event Barn
2920 E 125 N, Albion, IN 46701

- 34± Acres of FSA Tillable Ground
- Easy Road Access to All Tracts
- Farming Rights in 2026
- Potential Building Sites
- 1,908 Sq. Ft. Country Home
- Two Separate Sellers

*49.3±
acres*

Offered in 4 Tracts



Information Book



SCHRADER
Real Estate and Auction Company, Inc.

800.451.2709 • www.SchraderAuction.com

Thursday, April 10 • 6pm EST

DISCLAIMER:

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

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

SELLER: Pfeiffer Family Trust & Kenneth Dwayne Hass Revocable Trust



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 4 individual tract & combinations, with the exception of Tract 4, which cannot be combined with any other tracts. There will be open bidding on each individual tract, as well as combination of tracts for Tracts 1-3. Tract 4 cannot be combined with any other tracts.

DOWN PAYMENT: 10% down payment on the day 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, & 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 representation of the Sellers' acceptance or rejection.

DEED: Seller shall provide Trustee's Deed.

CLOSING: The balance of the real estate purchase price is due at closing, which will take place on or before 30 days after auction, or as soon thereafter as applicable closing documents are completed by seller.

POSSESSION: Possession is at closing.

FARMING RIGHTS: Buyer will have 2026 farming rights.

REAL ESTATE TAXES: Real estate taxes will be pro-rated to the date of closing.

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

BUILDING SITES: For purpose of building sites, it is the buyer's responsibility to check with the Noble County Planning Commission & Health Departments.

HOME DRIVEWAY: Tract 1 will require a new driveway installed. A quote was obtained to install a new driveway & the sellers will give a \$3,000 credit to the new buyer at closing. Buyer will have 120 days after closing to install the new driveway. Schrader Auction Company agents have communicated with the Noble County Highway Department, but it is ultimately the responsibility of the buyer to confirm driveway location.

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

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

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

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

Licensed RE Broker: Daniel James Days • 260.233.1401 #RB22000867

Licensed RE Broker & Auctioneer: Dean G. Rummel • 260.343.8511 #RB14052473, #AU08801377

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

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REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

THURSDAY, APRIL 10, 2025

49.3± ACRES – NOBLE 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, April 3, 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
49.3± Acres • Noble County, Indiana
Thursday, April 10, 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, April 10, 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, April 3, 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.

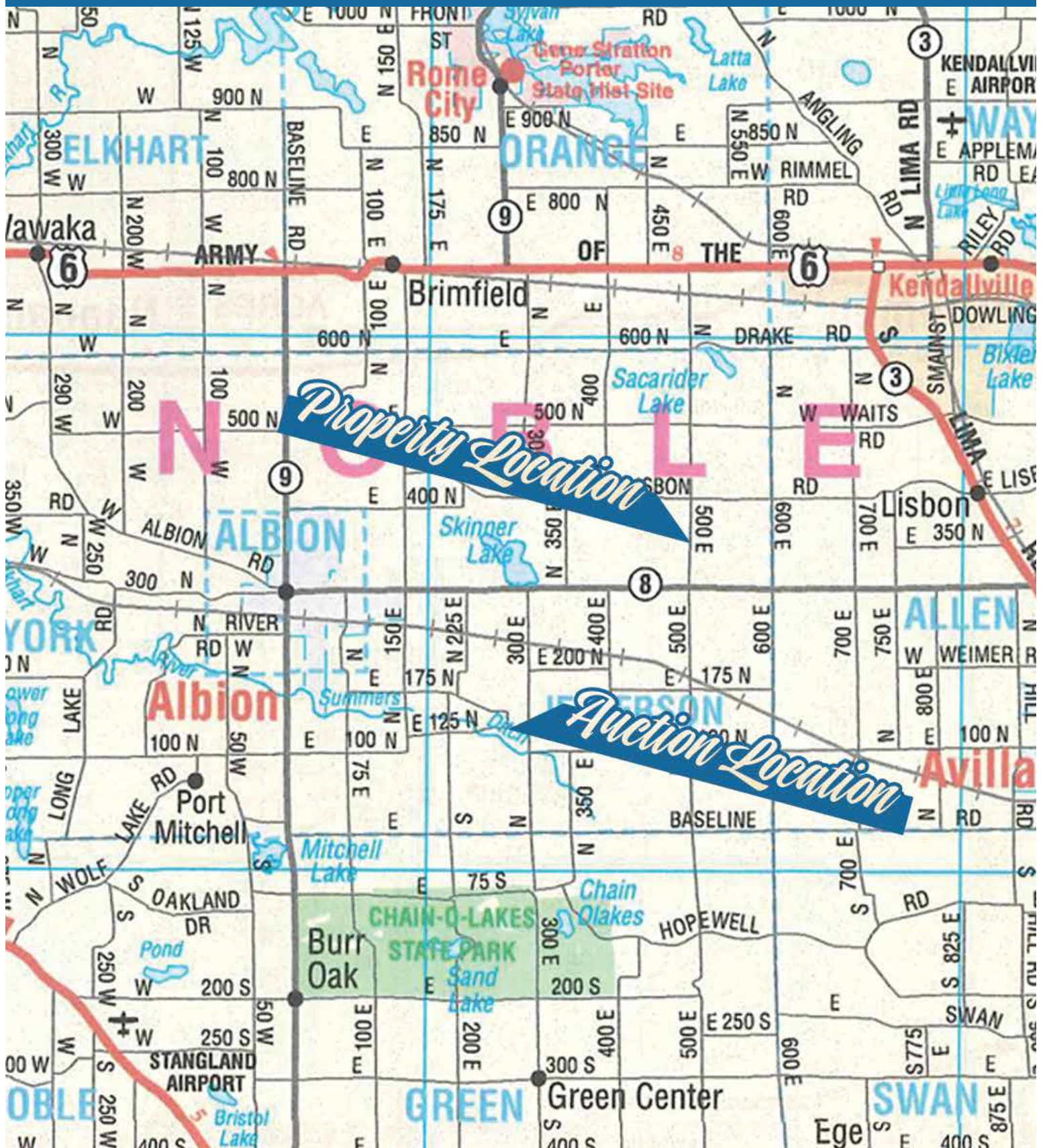
Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

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 MAPS

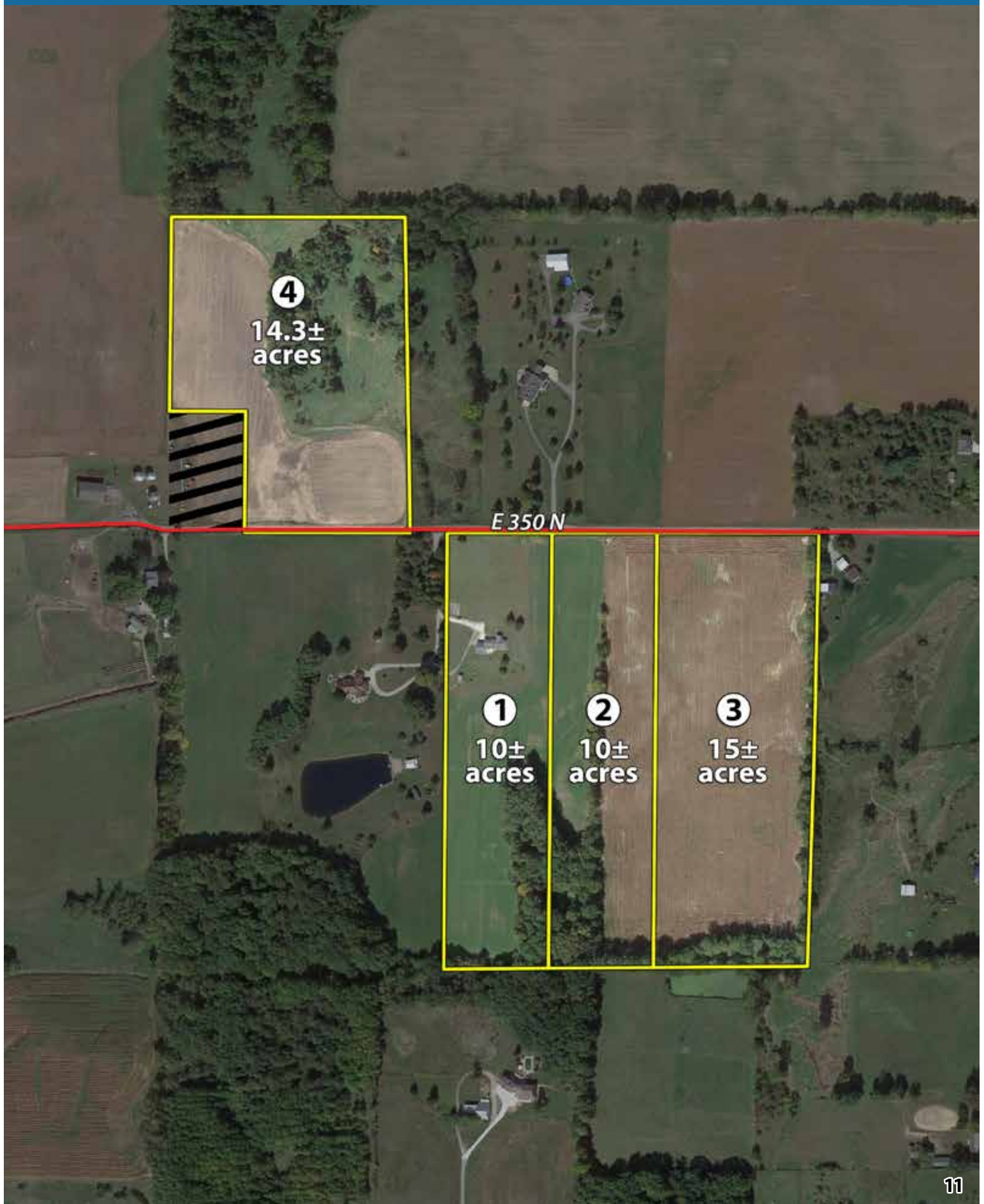
LOCATION MAPS



Auction Location: 5C Farms Event Barn, 2920 E 125 N, Albion, IN 46701

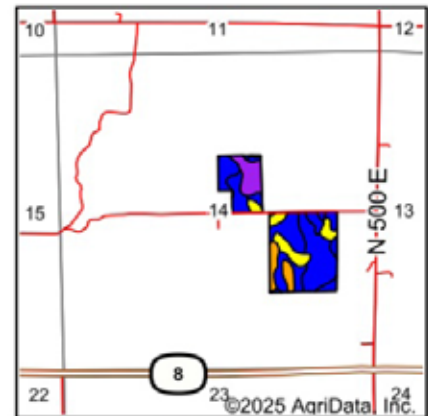
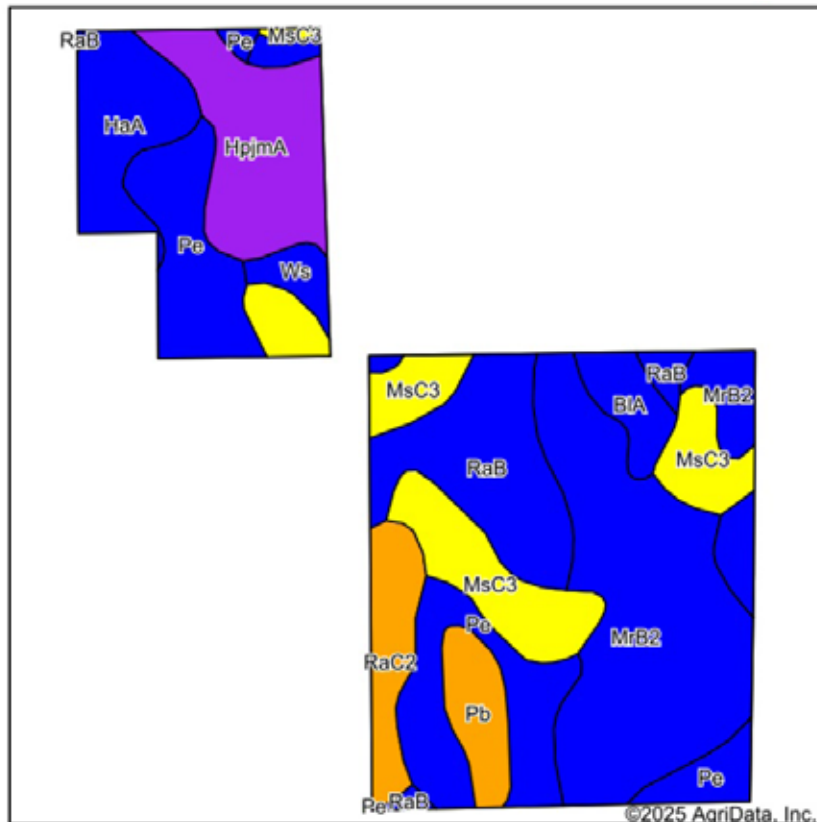
Property Location: For Tracts 1-4, take State Road 8 east out of Albion Indiana. Continue east for 5 miles to North 500 E. Turn left & head north until you reach the first road, East 350 N. Turn left & continue west ¼ mile & the property is on both sides of the road.

LOCATION MAPS



SOIL & TOPOGRAPHY MAPS

SOILS MAP



State: Indiana
 County: Noble
 Location: 14-34N-10E
 Township: Jefferson
 Acres: 49.43
 Date: 2/25/2025

SCHRADER
 Real Estate and Auction Company, Inc.

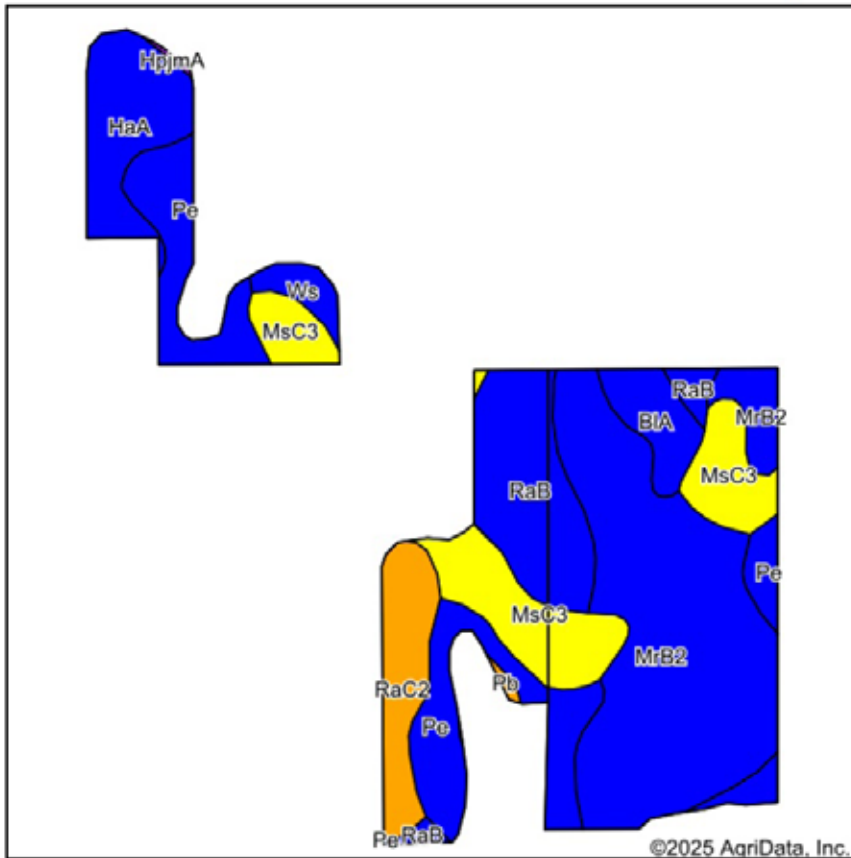
Maps Provided By:
surety
 CUSTOMIZED ONLINE MAPPING
 © AgriData, Inc. 2023 www.AgriDataInc.com



Area Symbol: IN113, Soil Area Version: 30

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Corn silage Tons	Grass legume hay Tons	Grass legume pasture AUM	Oats Bu	Pasture AUM	Soybeans Bu	Winter wheat Bu
MrB2	Glynwood silt loam, 2 to 6 percent slopes, eroded	12.52	25.2%		Ile	128	1	4	8	5		44	57
Pe	Pewamo silty clay loam, 0 to 1 percent slopes	9.38	19.0%		Ilw	157		5	11			47	64
MsC3	Morley silty clay loam, 6 to 12 percent slopes, severely eroded	6.75	13.7%		IVe	105	15	4	7			37	47
RaB	Rawson sandy loam, 2 to 6 percent slopes	5.68	11.5%		Ile	138	19	5			10	48	62
HpjmA	Houghton muck, disintegration moraine, 0 to 2 percent slopes	5.09	10.3%		Vw								
HaA	Haskins loam, 0 to 3 percent slopes	3.41	6.9%		Ilw	158		5	11			59	62
RaC2	Rawson sandy loam, 6 to 12 percent slopes, eroded	2.25	4.6%		Ille	130	18	4			9	46	59
Pb	Palms muck, drained	1.77	3.6%		Illw	158		5			11	43	63
BIA	Blount loam, interlobate moraines, 0 to 2 percent slopes	1.35	2.7%		Ilw	142	17	5			9	52	56
Ws	Washtenaw silt loam	1.23	2.5%		Ilw	170	22	6			11	51	68
Weighted Average					2.66	123	6.3	4.1	5.8	1.3	2.5	41	52.6

TILLABLE SOILS MAP



Soils data provided by USDA and NRCS.

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State: Indiana
County: Noble
Location: 14-34N-10E
Township: Jefferson
Acres: 34.18
Date: 2/25/2025

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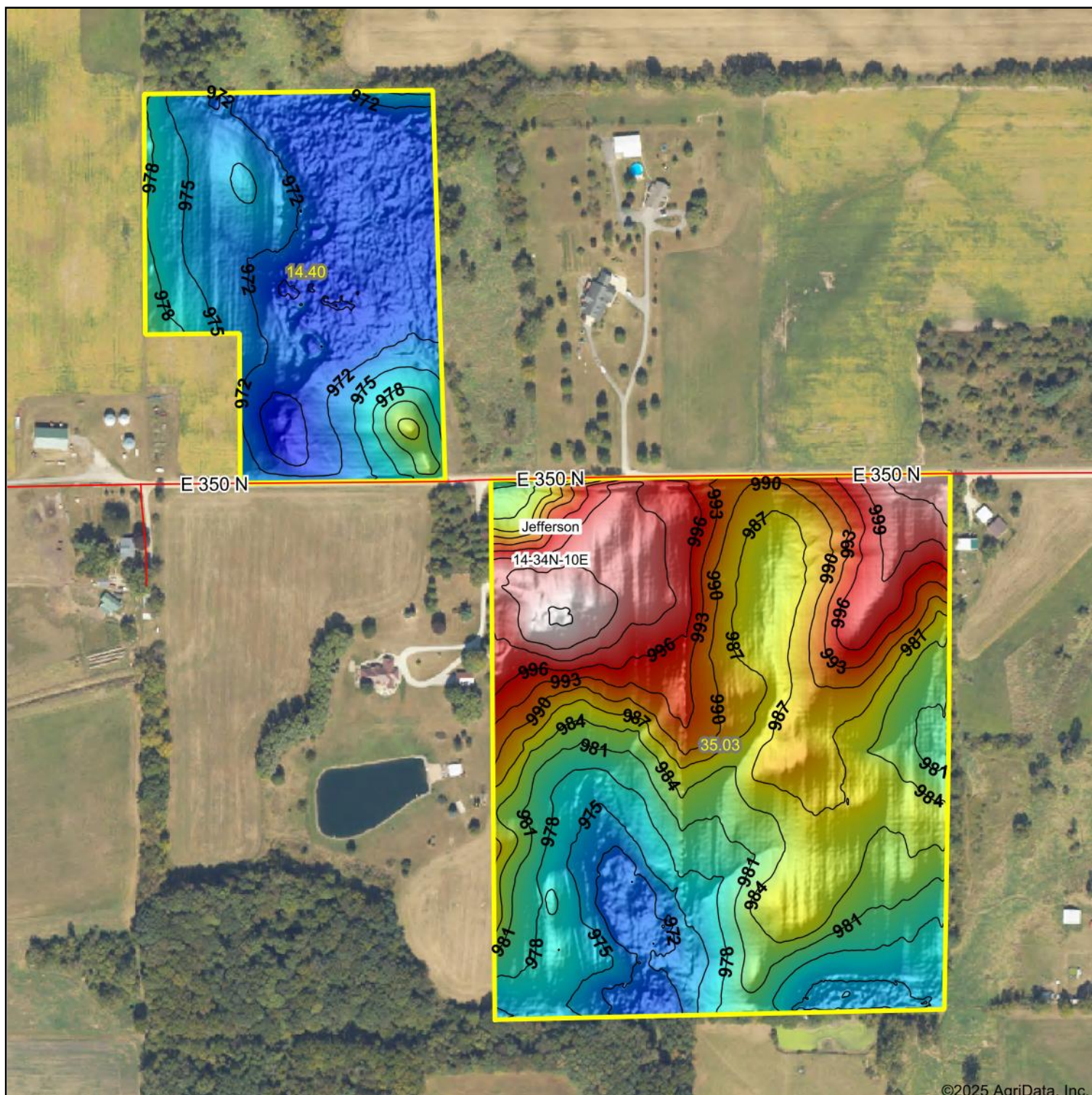
Maps Provided By:
surety
CUSTOMIZED ONLINE MAPPING
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Area Symbol: IN113, Soil Area Version: 30

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Corn silage Tons	Grass legume hay Tons	Grass legume pasture AUM	Oats Bu	Pasture AUM	Soybeans Bu	Winter wheat Bu
MrB2	Glynwood silt loam, 2 to 6 percent slopes, eroded	11.99	35.2%		Ile	128	1	4	8	5		44	57
Pe	Pewamo silty clay loam, 0 to 1 percent slopes	6.03	17.6%		Ilw	157		5	11			47	64
MsC3	Morley silty clay loam, 6 to 12 percent slopes, severely eroded	4.96	14.5%		IVe	105	15	4	7			37	47
RaB	Rawson sandy loam, 2 to 6 percent slopes	4.22	12.3%		Ile	138	19	5			10	48	62
HaA	Haskins loam, 0 to 3 percent slopes	2.79	8.2%		Ilw	158		5	11			59	62
RaC2	Rawson sandy loam, 6 to 12 percent slopes, eroded	2.23	6.5%		IIIe	130	18	4			9	46	59
BIA	Blount loam, interlobate moraines, 0 to 2 percent slopes	1.28	3.7%		Ilw	142	17	5			9	52	56
Ws	Washtenaw silt loam	0.60	1.8%		Ilw	170	22	6			11	51	68
Pb	Palms muck, drained	0.08	0.2%		IIIw	158		5			11	43	63
Weighted Average					2.36	134.9	7.1	4.5	6.7	1.8	2.4	45.8	58.1

TOPOGRAPHY HILLSHADE MAP



©2025 AgriData, Inc.

Low Elevation High

Source: USGS 1 meter dem

0ft 389ft 778ft

Interval(ft): 3

Min: 967.5

Max: 1,005.3

Range: 37.8

Average: 982.4

Standard Deviation: 9.74 ft



14-34N-10E
Noble County
Indiana

Boundary Center: 41° 24' 8.24, -85° 20' 3.31

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Maps Provided By:

surety
CUSTOMIZED ONLINE MAPPING

FSA INFORMATION

FSA INFORMATION



FSA INFORMATION

INDIANA
NOBLE

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 598

Prepared : 2/12/25 10:36 AM CST

Crop Year : 2025

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

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
61.06	40.50	40.50	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped			CRP	MPL	DCP Ag.Rel. Activity	SOD
0.00	0.00	40.50	0.00			0.00	0.00	0.00	0.00

Crop Election Choice

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

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	13.20	0.00	54	
Corn	22.40	0.00	128	
Soybeans	4.80	0.00	28	

TOTAL 40.40 0.00

NOTES

Tract Number : 1566

Description : SEC 14, JEFFERSON TWP.
FSA Physical Location : INDIANA/NOBLE
ANSI Physical Location : INDIANA/NOBLE
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 : ESTATE OF MARY PFEIFFER
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
61.06	40.50	40.50	0.00	0.00	0.00	0.00	0.0

FSA INFORMATION



TAX INFORMATION

TAX INFORMATION - TRACTS 1-3

☐ Tax History

	2024 Pay 2025	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021
+ Spring Tax	\$866.90	\$764.84	\$715.16	\$478.56	\$484.28
+ Spring Penalty	\$0.00	\$0.00	\$71.52	\$0.00	\$0.00
+ Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Tax	\$866.90	\$764.84	\$715.16	\$478.56	\$484.28
+ Fall Penalty	\$0.00	\$0.00	\$71.52	\$23.93	\$24.21
+ Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Tax	\$0.00	\$715.16	\$478.56	\$484.28	\$0.00
+ Delq NTS Pen	\$0.00	\$71.52	\$47.86	\$48.43	\$0.00
+ Delq TS Tax	\$0.00	\$715.16	\$0.00	\$0.00	\$0.00
+ Delq TS Pen	\$0.00	\$71.52	\$0.00	\$0.00	\$0.00
+ Other Assess	\$157.08	\$157.08	\$0.00	\$0.00	\$0.00
	709 Halferty - \$157.08	709 Halferty - \$157.08			
+ Advert Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Tax Sale Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ NSF Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PTRC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HMST Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LIT Credits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Circuit Breaker	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Over 65 CB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
= Charges	\$1,890.88	\$3,260.12	\$2,099.78	\$1,513.76	\$992.77
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Credits		(\$3,260.12)	(\$526.42)	(\$1,011.27)	(\$484.28)
= Total Due	\$1,890.88	\$0.00	\$1,573.36	\$502.49	\$508.49

☐ Payments (Treasurer)

Year	Receipt #	Transaction Date	Description	Amount
2024 Pay 2025				\$0.00
2023 Pay 2024	2089624	11/4/2024	B 2 W/OE \$75540.33	\$843.38
2023 Pay 2024	2078508	5/10/2024	b13 w/o e 5-10-24	\$843.38
2023 Pay 2024	2048946	1/11/2024	#2192 J PFEIFFER	\$1,573.36
2022 Pay 2023	1996510	4/12/2023	M#1967 M PFEIFFER	\$526.42
2021 Pay 2022	1960467	5/5/2022	b3 5/4/22 w/oe	\$478.56
2021 Pay 2022	1942105	2/8/2022	m 1917 m pfeiffer	\$532.71
2020 Pay 2021	1911405	5/10/2021	OT 5/10/21 B 8 W/OE	\$484.28
2019 Pay 2020	1867246	7/16/2020	2P 1889 PFEIFFER FAM	\$1,203.27
2018 Pay 2019	1782097	4/22/2019	LB 4/18/19 B7 W/OE	\$651.56
2018 Pay 2019	1782098	4/22/2019	LB 4/18/19 B7 W/OE	\$651.56
2017 Pay 2018	1726043	4/19/2018	LB 4/18/18 B7 W/OE	\$695.03
2017 Pay 2018	1726044	4/19/2018	LB 4/18/18 B7 W/OE	\$695.03
2016 Pay 2017	1671541	4/25/2017	lb 4/24/17 b9 w/oe	\$705.70
2016 Pay 2017	1671542	4/25/2017	lb 4/24/17 b9 w/oe	\$705.70
2015 Pay 2016	1615923	4/21/2016	4/20/16 B14 W/E	\$734.72
2015 Pay 2016	1615924	4/21/2016	4/20/16 B14 W/E	\$734.72
2014 Pay 2015	1558777	4/20/2015	lb 4/20/15 b15 w/e	\$678.64
2014 Pay 2015	1558778	4/20/2015	lb 4/20/15 b15 w/e	\$678.64
2013 Pay 2014	1505450	4/21/2014	lb 4/17/14 b2 w/e	\$704.56
2013 Pay 2014	1505451	4/21/2014	lb 4/17/14 b2 w/e	\$704.56

TAX INFORMATION - TRACT 4

☐ Tax History

	2024 Pay 2025	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021
+ Spring Tax	\$1,210.94	\$1,040.20	\$809.91	\$679.76	\$748.11
+ Spring Penalty	\$0.00	\$0.00	\$40.50	\$67.98	\$0.00
+ Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Tax	\$1,210.94	\$1,040.20	\$809.91	\$679.76	\$748.11
+ Fall Penalty	\$0.00	\$0.00	\$40.50	\$67.98	\$0.00
+ Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Tax	\$0.00	\$809.91	\$679.76	\$0.00	\$2,408.92
+ Delq NTS Pen	\$0.00	\$40.50	\$67.98	\$0.00	\$240.89
+ Delq TS Tax	\$0.00	\$0.00	\$679.76	\$0.00	\$2,408.92
+ Delq TS Pen	\$0.00	\$0.00	\$67.98	\$0.00	\$240.89
+ Other Assess	\$270.00	\$270.00	\$0.00	\$0.00	\$297.00
	709 Halferty - \$270.00	709 Halferty - \$270.00			709 Halferty - \$297.00
+ Advert Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Tax Sale Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ NSF Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PTRC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HMST Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LIT Credits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Circuit Breaker	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Over 65 CB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
= Charges	\$2,691.88	\$3,200.81	\$3,196.30	\$1,495.48	\$7,092.84
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Credits		(\$3,200.81)	(\$2,345.89)		(\$7,092.84)
= Total Due	\$2,691.88	\$0.00	\$850.41	\$1,495.48	\$0.00

☐ Payments (Treasurer)

Year	Receipt #	Transaction Date	Description	Amount
2024 Pay 2025				\$0.00
2023 Pay 2024	2050496	3/25/2024	M#4035353339 METRO	\$2,350.40
2023 Pay 2024	2046686	11/13/2023	#1032 M GORDON	\$850.41
2022 Pay 2023	2027520	5/10/2023	#1027 M GORDON	\$850.41
2022 Pay 2023	1993770	11/10/2022	#NA M GORDON	\$1,495.48
2021 Pay 2022				\$0.00
2020 Pay 2021	1936856	11/10/2021	NOCK# M GORDON III	\$748.11
2020 Pay 2021	1903135	5/3/2021	116598 M GORDON	\$748.11
2020 Pay 2021	1886716	11/10/2020	1022 MIKE GORDON	\$5,596.62
2019 Pay 2020				\$0.00
2018 Pay 2019	1810415	6/21/2019	#34918 Assurance Ti	\$2,713.26
2018 Pay 2019	1810393	6/20/2019	4859 JHass	\$2,984.59
2017 Pay 2018	1768094	11/8/2018	3P 4684 JUDITH HASS	\$6,080.38
2016 Pay 2017	1706227	10/25/2017	5P 4418 KENNETH HASS	\$5,947.39
2015 Pay 2016	1655684	11/7/2016	5P 4100 KENNETH HASS	\$3,140.70
2015 Pay 2016	1615346	4/21/2016	5P 3971KEN HASS	\$3,140.70
2014 Pay 2015	1595428	11/2/2015	4011 KHass	\$2,589.48
2014 Pay 2015	1560180	4/22/2015	1b 4/22/15 b 6 w/e	\$2,589.48
2013 Pay 2014	1546255	11/7/2014	1b 11/6-7/14 b3 w/e	\$2,455.24
2013 Pay 2014	1507237	4/24/2014	1b 4/23/14 b2 w/e	\$2,455.24

TRACT 1 SELLERS DISCLOSURE

TRACT 1 SELLERS DISCLOSURE



SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

State Form 48234 (R6 / 6-14)

Date (month, day, year)

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 PL 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)

1. The following are in the conditions indicated

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

B. ELECTRICAL SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know
Air Purifier	✓			
Burglar Alarm	✓			
Ceiling Fan(s)	✓		✓	
Garage Door Opener / Controls			✓	
Inside Telephone Wiring and Blocks / Jacks	✓			
Intercom	✓			
Light Fixtures			✓	
Sauna	✓			
Smoke / Fire Alarm(s)			✓	✓
Switches and Outlets			✓	
Vent Fan(s)			✓	
60 / 100 / 200 Amp Service (Circle one)			✓	
Generator	✓			

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

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

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

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's 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>Carole Harrist</i>	<i>1-31-25</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)

TRACT 1 SELLERS DISCLOSURE

Property address (number and street, city, state, and ZIP code)			
2. ROOF	YES	NO	DO NOT KNOW
Age, if known: <u>15</u> Years.			✓
Does the roof leak?		✓	
Is there present damage to the roof?			✓
Is there more than one layer of shingles on the house?		✓	✗
If yes, how many layers? _____			
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?		✓	
Is there contamination caused by the manufacture of a controlled substance on the property that has not been certified as decontaminated by an inspector approved under IC 13-14-1-15?		✓	
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?		✓	
Explain:			
E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS: (Use additional pages, if necessary)			
<p>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.</p>			
Signature of Seller <i>Carol K. Kistner</i>	Date (mm/dd/yy) <i>1-31-25</i>	Signature of Buyer	Date (mm/dd/yy)
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)

PRELIMINARY TITLE

PRELIMINARY TITLE

American Land Title Association

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



ALTA COMMITMENT FOR TITLE INSURANCE issued by COMMONWEALTH LAND 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, Commonwealth Land Title Insurance Company, a(n) Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

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

COMMITMENT CONDITIONS

1. DEFINITIONS

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

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Commonwealth Land 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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PRELIMINARY TITLE

American Land Title Association

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- 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
 - 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.

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PRELIMINARY TITLE

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

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PRELIMINARY TITLE

American Land Title Association

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

**COMMONWEALTH LAND TITLE INSURANCE
COMPANY**

P.O. Box 45023, Jacksonville, FL 32232-5023



By: _____
Michael J, Nolan, President



By: _____
Marjorie Nemzura, Secretary

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

Issuing Agent: Assurance Title Company, LLC
Issuing Office: 102 E Main St.
Albion, IN 46701
Issuing Office's ALTA® Registry ID: 1125584
Loan ID Number:
Commitment Number: 25-693
Issuing Office File Number: 25-693
Property Address: E 350 N, Albion, IN 46701
Revision Number:

SCHEDULE A

1. Commitment Date: February 13, 2025 8:00 AM
2. Policy to be issued:
 - (a) 2021 ALTA Owner's Policy
Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below**
Proposed Amount of Insurance: **\$1.00**
The estate or interest to be insured: **fee simple**
3. The estate or interest in the Land at the Commitment Date is:
fee simple
4. The Title is, at the Commitment Date, vested in:
Kenneth Dwayne Hass as Trustee of The Kenneth Dwayne Hass Revocable Trust dated February 27, 2009 by warranty deed from Michael J. Gordon, III dated 03/20/2024 and recorded with Noble County Recorder on 03/25/2024 as Instrument #240300440.
5. The land is described as follows:
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

ASSURANCE TITLE COMPANY, LLC
102 E Main St., Albion, IN 46701
Telephone: (260) 636-2692

**COMMONWEALTH LAND TITLE INSURANCE
COMPANY**
P.O. Box 45023, Jacksonville, FL 32232-5023

Countersigned by:

Morgan Alwine

Morgan Alwine, License #3767222
Assurance Title Company, LLC, License #924500

Michael J. Nolan

By: _____
Michael J. Nolan, President

Marjorie Nemzura

By: _____
Marjorie Nemzura, Secretary

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PRELIMINARY TITLE

American Land Title Association

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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. If Assurance Title Company will be serving as the closing agent and this closing will take place on or after July 1, 2009, funds provided in excess of \$10,000.00 must be wired and funds less than \$10,000.00 must be good funds in compliance with IC 27-7-3.7.
6. Any conveyance or mortgage by the Trustee of the trust under which title is held must be accompanied by evidence of the continued existence of the trust, the identity of the Trustee and evidence of authority with respect to the contemplated transaction.
7. Duly authorized and executed Trustee's Deed from Kenneth Dwayne Hass as Trustee of The Kenneth Dwayne Hass Revocable Trust dated February 27, 2009, to Proposed Insured, to be executed and recorded at closing.
8. SURVEY REQUIREMENT: Every document required for transfer of title MUST be recorded. When transferring title to less than a whole tract a survey or qualified drawing (i.e. drawing by surveyor with date and surveyor's signature) is required. Also, proper county or city/town approval must be received. This survey or drawing must be recorded. Please be sure to include recording fees. (If a one tract Administrative Subdivision then it can be recorded with the deed)
9. NOTE: Disclosure of Sales Information form(s) prescribed by the State Board of Tax Commissioners pursuant to IC 6-1.1-5.5 must be filed with the Auditor's Office. Strict compliance must be followed using the most recent version of the Indiana Sales Disclosure. (1 S.D.)
10. Vendors, (Sellers), Closing Affidavit to be furnished this office.
11. PARTIAL RELEASE OF THE FOLLOWING MORTGAGE:
Mortgage from Kenneth Dwayne Hass as Trustee of The Kenneth Dwayne Hass Revocable Trust, to Farmers and Merchants Bank, in the original amount of \$365,000.00, dated March 20, 2024, recorded March 25, 2024, as Instrument No. 240300441.
12. PARTIAL RELEASE OF THE FOLLOWING ASSIGNMENT OF RENTS:
Assignment of Rents from The Kenneth Dwayne Hass Revocable Trust, to Farmers and Merchants Bank, in the original amount of \$365,000.00, dated March 20, 2024, recorded March 25, 2024, as Instrument No. 240300442.
13. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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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. Rights or claims of parties in possession not shown by the Public Records.
3. Easements or claims of easements not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance or other matter affecting the Land that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. NOTE: The Indiana statutes prohibit ownership of certain real property by certain foreign parties. The specific statutory language can be found at Indiana Code § 1-1-16-1, et seq. and IC 32-22-3-1, et seq. ("the Acts"). Any loss or damage resulting from a violation of the Acts is excluded under the terms of the Policy.
8. Taxes for 2023 payable 2024
Parcel No. 012-100234-00 (Includes Other Real Estate)
Tax Unit of Jefferson
State ID No. 57-12-14-400-001.000-008
May 10 \$1,040.20 PAID
November 10 \$1,040.20 PAID
Assessed Valuation: Land \$157,500 Improvements \$0
Exemptions \$0
9. Annual assessment of \$270.00 for maintenance of Halferty Drain 2024,
May 10 \$135.00 PAID, November 10 \$135.00 PAID.
10. Taxes for 2024 due and payable 2025, and subsequent taxes.
11. Taxes for 2025 due and payable 2026, and subsequent taxes.
12. The Company assumes no liability for increases in the amount of real estate taxes as shown above, and any civil penalties, as a result of retroactive revaluation of the land and improvements, changes in the usage of the land or the loss of any exemption or deduction applicable to the land insured herein.

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Commitment for Title Insurance
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13. The address shown on Schedule A, is solely for the purpose of identifying said tract and should not be construed as insuring the address shown in the description of the land.
14. Right of way for drainage tiles, feeders and laterals, if any.
15. Rights of the public, State of Indiana, County of Noble and the municipality in and to that part of the premises taken or used for road purposes.
16. Any governmental limitations or regulations respecting access to abutting roads, streets or highways.
17. Easement for electrical distribution systems and incidental purposes in favor of Noble County Rural Electric Membership Corporation, dated June 25, 1938, recorded July 8, 1938, in Miscellaneous Record 17, page 142.
Note: The exact location of said easement CANNOT be determined from the record.
18. Easement for electrical distribution systems and incidental purposes in favor of Indiana & Michigan Electric Company, dated October 22, 1970, recorded November 18, 1970, in Miscellaneous Record 55, pages 470-471.
Note: The exact location of said easement CANNOT be determined from the record.
19. Easement from Kenneth M. Hass and Beverly J. Hass, husband and wife, in favor of Noble County REMC, dated October 12, 1966, recorded October 13, 1966, in Miscellaneous Record 47, pages 383-384.
Note: The exact location of said easement CANNOT be determined from the record.
20. Easement from Kenneth M. Hass and Beverly J. Hass, husband and wife, in favor of Indiana & Michigan Electric Company, dated March 22, 1971, recorded April 15, 1971, in Miscellaneous Record 56, pages 233-234.
Note: The exact location of said easement CANNOT be determined from the record.
21. This commitment has been issued without a judgment search being made against the name insured.

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EXHIBIT "A"

The Land referred to herein below is situated in the County of Noble, State of Indiana and is described as follows:

A portion of the follow real estate subject to New Survey:

A tract of land located in the Northeast Quarter and the Northwest Quarter of Section 14, Township 34 North, Range 10 East, in Noble County, the State of Indiana, more fully described as follows:

Commencing at the Southwest corner of said Northeast Quarter marked by a Harrison marker found this survey; thence North 89 degrees 49 minutes 10 seconds East (record), along the South line of said Northeast Quarter, for 90.00 feet to the Point of Beginning marked by a rebar set this survey; thence North 00 degrees 21 minutes 59 seconds East, parallel to the West line of said Northeast Quarter, for 20.00 feet to the North right-of-way line of County Road 350 North; thence South 89 degrees 49 minutes 10 seconds West, parallel to the South line of said Northeast Quarter and also being along the North right-of-way line of County Road 350 North, for 17.00 feet to a rebar set this survey; thence North 00 degrees 21 minutes 59 seconds East, parallel to the West line of said Northeast Quarter, for 203.95 feet to a rebar set this survey; thence West for 1370.74 feet to a rebar set this survey; thence North 00 degrees 38 minutes 03 seconds West, parallel to the West line of said Northwest Quarter, for 2453.49 feet to a rebar set this survey on the North line of said Northwest Quarter; thence South 89 degrees 52 minutes 04 seconds East, along the North line of said Northwest Quarter, for 1340.57 feet to the Northeast corner of said Northwest Quarter marked by a wood corner post found this survey; thence South 00 degrees 21 minutes 59 seconds West, along the East line of said Northwest Quarter, for 1700.13 feet to the Southwest corner of a tract of land conveyed to Frey Family Farm, LLC per Noble County Document Record No. 150100078; thence North 89 degrees 49 minutes 10 seconds East, along the South line of said tract of land conveyed to Frey Family Farm, LLC, for 707.90 feet to a rebar found this survey at the Northwest corner of a tract of land conveyed to Christopher J. Anderson and Stephanie E. Anderson per Noble County Document Record No. 180700134; thence South 01 degrees 12 minutes 55 seconds East, along the West line of said tract of land conveyed to Anderson, for 974.46 feet to a Mag nail found this survey on the South line of said Northeast Quarter; thence South 89 degrees 49 minutes 10 seconds West, along the South line of said Northeast Quarter, for 644.80 feet to the Point of Beginning, said tract said in previous deed to contain 90.00 acres, more or less. A survey of said tract being represented by Plat of Survey #34-10-14-010 as prepared by Sexton and Associates; 108 East Main Street; Albion, Indiana 46701.

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ALTA COMMITMENT FOR TITLE INSURANCE issued by COMMONWEALTH LAND 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, Commonwealth Land Title Insurance Company, a(n) Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

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

COMMITMENT CONDITIONS

1. DEFINITIONS

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

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- 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
 - 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.

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

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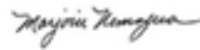
Commitment for Title Insurance
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**COMMONWEALTH LAND TITLE INSURANCE
COMPANY**

P.O. Box 45023, Jacksonville, FL 32232-5023



By: _____
Michael J, Nolan, President



By: _____
Marjorie Nemzura, Secretary

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

Issuing Agent: Assurance Title Company, LLC
Issuing Office: 102 E Main St.
Albion, IN 46701
Issuing Office's ALTA® Registry ID: 1125584
Loan ID Number:
Commitment Number: 25-609
Issuing Office File Number: 25-609
Property Address: 4656 E 350 N, Kendallville, IN 46755
Revision Number:

SCHEDULE A

1. Commitment Date: January 27, 2025 8:00 AM
2. Policy to be issued:
 - (a) 2021 ALTA Owner's Policy
Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below**
Proposed Amount of Insurance: **\$1.00**
The estate or interest to be insured: **fee simple**
3. The estate or interest in the Land at the Commitment Date is:
fee simple
4. The Title is, at the Commitment Date, vested in:
Allen Pfeiffer and Mary Pfeiffer Family Trust
5. The land is described as follows:
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

ASSURANCE TITLE COMPANY, LLC

102 E Main St., Albion, IN 46701
Telephone: (260) 636-2692

**COMMONWEALTH LAND TITLE INSURANCE
COMPANY**

P.O. Box 45023, Jacksonville, FL 32232-5023

Countersigned by:

Morgan Alwine

Morgan Alwine, License #3767222
Assurance Title Company, LLC, License #924500

Michael J. Nolan

By: _____
Michael J. Nolan, President

Marjorie Nemzura

By: _____
Marjorie Nemzura, Secretary

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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. If Assurance Title Company will be serving as the closing agent and this closing will take place on or after July 1, 2009, funds provided in excess of \$10,000.00 must be wired and funds less than \$10,000.00 must be good funds in compliance with IC 27-7-3.7.
6. Any conveyance or mortgage by the Trustee of the trust under which title is held must be accompanied by evidence of the continued existence of the trust, the identity of the Trustee and evidence of authority with respect to the contemplated transaction.
7. Duly authorized and executed Trustee's Deed from Carole Harris, Trustee of The Allen Pfeiffer and Mary Pfeiffer Family Trust, to Proposed Insured, to be executed and recorded at closing.

Recital, or other acceptable evidence, for transfer of taxation and to establish of record the extinguishment of the life estate interest of Allen Pfeiffer who passed away on May 24, 2020 and Mary Pfeiffer who passed away on January 22, 2025 that was reserved in the Deed dated April 28, 2020 and recorded on May 27, 2020 as Instrument No. 200500654.

8. NOTE: Disclosure of Sales Information form(s) prescribed by the State Board of Tax Commissioners pursuant to IC 6-1.1-5.5 must be filed with the Auditor's Office. Strict compliance must be followed using the most recent version of the Indiana Sales Disclosure. (1 S.D.)
9. Vendors, (Sellers), Closing Affidavit to be furnished this office.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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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. Rights or claims of parties in possession not shown by the Public Records.
3. Easements or claims of easements not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance or other matter affecting the Land that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. NOTE: Indiana state law, effective July 1, 2023, prohibits ownership of certain real property by certain foreign parties. This law can be found at Indiana Code § 1-1-16-1, et seq. ("the Act"). Any loss or damage resulting from a violation of the Act is excluded under the terms of the Policy.
8. Taxes for 2023 payable 2024
Parcel No. 012-100493-00 (includes other real estate)
Tax Unit of Jefferson
State ID No. 57-12-14-200-010.000-008
May 10 \$764.84 PAID
November 10 \$764.84 PAID
Assessed Valuation: Land \$123,800 Improvements \$140,700
Exemptions \$48,000-H/\$27,520-Supp/\$24,960-Vet Ded/\$14,000-Vet W/Age
9. Annual assessment of \$157.08 for maintenance of 709 Halferty Drain 2024,
May 10 \$78.54 PAID, November 10 \$78.54 PAID.
10. Taxes for 2024 due and payable 2025, and subsequent taxes.
11. Taxes for 2025 due and payable 2026, and subsequent taxes.
12. The Company assumes no liability for increases in the amount of real estate taxes as shown above, and any civil penalties, as a result of retroactive revaluation of the land and improvements, changes in the usage of the land or the loss of any exemption or deduction applicable to the land insured herein.

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13. The address shown on Schedule A, is solely for the purpose of identifying said tract and should not be construed as insuring the address shown in the description of the land.
14. Right of way for drainage tiles, feeders and laterals, if any.
15. Rights of the public, State of Indiana, County of Noble and the municipality in and to that part of the premises taken or used for road purposes.
16. Any governmental limitations or regulations respecting access to abutting roads, streets or highways.
17. Rights of tenants under unrecorded leases.
18. Easement in favor of the Noble County Rural Electric Membership Corporation, dated June 25, 1938, recorded July 8, 1938, in Miscellaneous Record 17, pages 122-123.
19. Agricultural Compatibility Form, dated May 29, 2009, recorded June 2, 2009, as Instrument #090600067.
20. This commitment has been issued without a judgment search being made against the name insured.

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EXHIBIT "A"

The Land referred to herein below is situated in the County of Noble, State of Indiana and is described as follows:

To Be Determined by New Survey

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