

Bidder Packet

1. Agreement to Purchase Real Estate.
2. Pre-Title.
3. Survey.
4. Real Estate Disclosure.
5. Lead Base Paint Disclosure.
6. Buyer Broker registration (due no later than 48hrs prior to end of auction) only if being represented by a real estate broker.
7. Check (personal is fine) for \$10,000.00 Earnest Money Deposit. Alternate deposit may be a Credit Card or irrevocable wire transfer. Fees apply.

Return the above documents via email or USPS no later than August 17th at noon to 4420 Ardmore Ave. Ft. Wayne, IN 46819 Attention: Online Bidding Registration

Late registrations must contact auctioneer for approval.

NW Cor. SE 1/4,
Sec. 31 - T38N - R15E
Stone Pnd. (3.0)

N 88°14'15" E 1,304.93' (c)

NW Cor. E 1/2, SE 1/4,
Sec. 31 - T38N - R15E
Stone Pnd. (3.0)

Part of the SE 1/4 in Sec. 31, T 38 N, R 15 E
Clear Lake Township, Steuben County, IN
7950 County Road E, 400 N., Fremont, IN 46737

BOUNDARY SURVEY

GOULOFF-JORDAN SURVEYING AND DESIGN, INC.

SURVEYOR'S REPORT

DATE: March 28, 2022
JOB NO. 20220038

FOR THE EXCLUSIVE USE OF: Richmond

This report and the accompanying survey plat have been prepared in accordance with Title 36, Article 1, Rules 12, Sec. 1-29, and all amendments thereto, of the Indiana Administrative Code, which establishes the minimum standards for the practice of land surveying.

Monuments set are 5/8-inch round by 24-inch long steel rebar with yellow plastic caps stamped "GOU LS 29500017" and are set flush with the ground surface unless otherwise noted. Found monument types and their depths are shown on the survey drawing.

Title report was not provided at time of survey. A title search could reveal easements or rights of way not shown on the survey drawing.

The subject survey is a retracement and subsequent split of a real estate described in Document #21100509 as found in the Office of the Recorder of Steuben County, Indiana. Said real estate is described as Parcel 1, being a 14.99-acre parcel and Parcel 2, being a 5.00-acre parcel. Said 5.00-acre parcel also being depicted on a Moody, Bevington, Shimmyer, and Associates (MBS) Survey, #0797-01, dated August 11, 1999. The subject parcel(s) were also part of recorded Gouloff-Jordan Survey #20030586, dated October 14, 2008 in Doc. #09120735. The Gouloff-Jordan survey of Sections 31 and 32 occurred circa 2003.

CONTROLLING MONUMENTS:
SE Corner SE 1/4 - Sec. 31, T38N, R15 E - Railroad spike found (0.2)
SW Corner East 1/2 - Sec. 1/4 - Sec. 31, T38N, R15 East - Railroad Spike found (0.1)
NE Corner SE 1/4 - Sec. 31, T38N, R15 E - 5/8" rebar capped "GOU" (2.0)
NW Corner East 1/2 - Sec. 1/4 - Sec. 31, T38N, R15 East - 1/2" rebar (4.0)

THEORY OF LOCATION:

Though the geometry reflected on the subject deed of record (Doc. #21100509) and the above-mentioned MBS survey proved closure, said geometry does not fit the recorded Section monuments as reflected in the above-mentioned Gouloff-Jordan survey of Section 31.

Subsequent to the Gouloff-Jordan survey of the subject East 1/2 of the SE 1/4 of Section 31, LOUEK Surveying (Job #0708-21) performed a survey of a 37.19-acre parcel (Doc. #21100510) lying immediately North of and adjacent with the subject parcel. The LOUEK survey seems to have had the monuments reflected on the Gouloff-Jordan survey of the East 1/2 of the SE 1/4 of Section 31.

Analyzing the recorded deed geometry, it seems that the intent of the MBS surveys was to split the Southern 20 acres of the East 1/2 of the subject SE 1/4. It would seem that the North line of the subject parcel was meant to be 661.10 feet North of and parallel with the South line of the SE 1/4 of Section 31. The NE corner of the subject parcel was thus established on the East line of the SE 1/4, a distance of 661.10 feet North thereof. The North line of the subject parcel was then established parallel with said South line. The NW corner of the subject parcel was established at the intersection point of said parallel line with the West line of the East 1/2 of said SE 1/4.

The common line between the 11.00-acre parcel and 5.163-acre parcel was established just Eastern of an existing cultivated field line per the owner's request (see survey drawing). The common line between the 5.163-acre parcel and the 3.80-acre parcel was established approximately 10 feet east of the eastern edge of an existing gravel drive (see survey drawing).

The uncertainty in the lines and corners found or established by this survey are as follows:

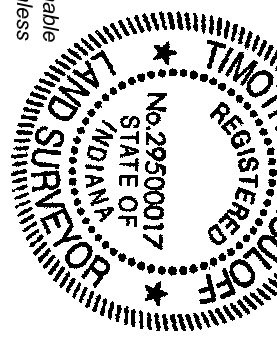
- (A) Availability and condition of reference monuments. Reference monuments found on the subject property and on adjacent properties are shown on the survey drawing. Due to variations in the type of said reference monuments and/or variations depicted on the survey drawing as "measured" versus "recorded" angular or distance measurements, uncertainty in said reference monuments is 0.07 Feet North-South and 4.40 feet East-West.
- (B) Occupation or possession lines: No uncertainty was created by visible occupation lines (fences, hedge rows, etc.) that were evident at the time of the survey.
- (C) Clarity or ambiguity of the record description and/or adjoiner's descriptions: See above referenced "Theory of Location".
- (D) The Relative Positional Precision of this survey falls under the classification of a "Rural" survey. Random errors in measurement = 0.26 feet (79 millimeters) plus 200 parts per million as specified in Section 7 of said Rule 12.

SURVEYOR'S CERTIFICATION

This survey was performed by, or under the responsible direction of the undersigned registered land surveyor and to the best of said registered land surveyor's knowledge and belief, said survey was executed according to the applicable survey requirements of 865 IAC-1-12-1 thru 29.

Field work for this survey was performed on February 16, 2022.
DATED THIS 28th DAY OF MARCH, 2022.

Timothy C. Gouloff
Timothy C. Gouloff, R.L.S. 29500017



"I affirm, under the penalties for perjury, that I have taken reasonable care to reduce each Social Security Number in this document, unless required by law." - Timothy C. Gouloff

SW Cor. SE 1/4,
Sec. 31 - T38N - R15E
RR Spike Pnd. (0.0)

N 88°34'40" E 1,301.70' (c)

South line, SE 1/4, Sec. 31 - T38N - R15E
S 88°34'46" W 2,634.26' (c)

(Indiana State Plane Coordinate System MAD83/2011)

SW Cor. E 1/2, SE 1/4,
Sec. 31 - T38N - R15E
RR Spike Pnd. (0.0)

LEGAL DESCRIPTION

(11.00-acre Parcel)
Part of the East Half of the Southeast Quarter, Section 31, Township 38 North, Range 15 East, Clear Lake Township, Steuben County, Indiana, being part of a 19,962-acre parcel depicted on Gouloff-Jordan Surveying & Design Survey #20220038, dated March 28, 2022, described as follows:

Commencing at a railroad spike at the Southeast corner of the Southeast Quarter of said Section 31; thence South 88 degrees 34 minutes 46 seconds West (bearings based on Indiana East State Plane Coordinate System (NAD83/2011)), on the South line of the East Half of said Southeast Quarter, a distance of 373.95 feet to a mag nail with Gouloff-Jordan Surveying & Design, Inc. ID ring at the Point of Beginning; thence North 02 degrees 41 minutes 42 seconds West, parallel with the East line of said Southeast Quarter, a distance of 185.00 feet to a 5/8" rebar capped "GOU"; thence North 40 degrees 00 minutes 00 seconds West, 135.00 feet to a 5/8" rebar capped "GOU"; thence North 75 degrees 00 minutes 00 seconds West, 210.00 feet to a 5/8" rebar capped "GOU"; thence North 45 degrees 00 minutes 00 seconds West, 300.00 feet to a 5/8" rebar capped "GOU"; thence North 02 degrees 45 minutes 00 seconds East, 94.00 feet to a 5/8" rebar capped "GOU"; on the North line of a 14.99-acre parcel described in Document #21100509, as found in the Office of the Recorder of Steuben County, Indiana, thence South 88 degrees 34 minutes 46 seconds West, on said North line, being parallel with the South line of the East Half of said Southeast Quarter, a distance of 20 minutes 03 seconds East, on said West line, 661.04 feet (661.10 feet recorded) to a railroad spike at the Southwest corner of the East Half of said Southeast Quarter, thence North 88 degrees 34 minutes 46 seconds East, on the South line of the East Half of said Southeast Quarter, a distance of 943.26 feet to the Point of Beginning, containing 11.00 acres, more or less, and subject to easements and rights-of-way of record.

LEGAL DESCRIPTION

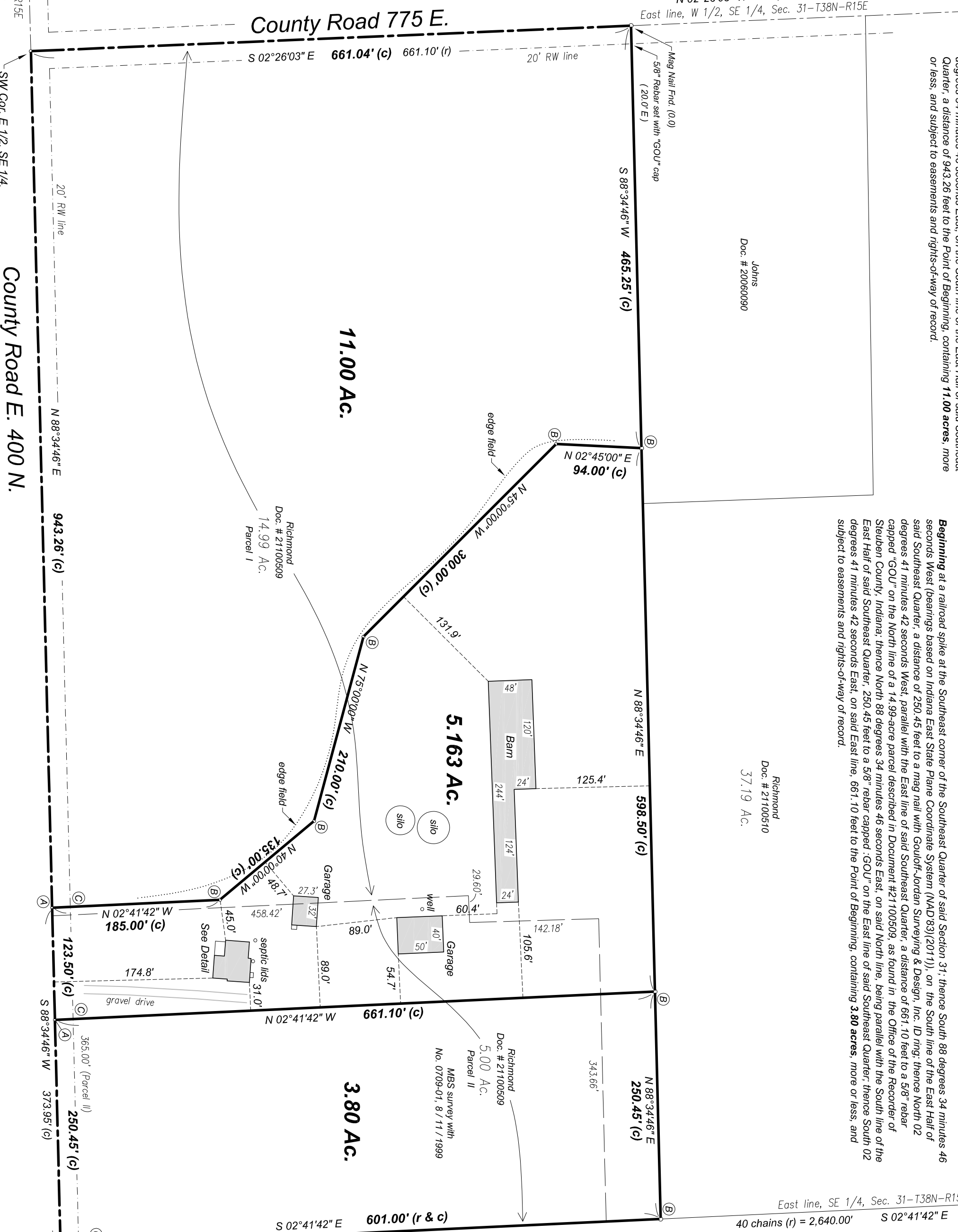
(5.163-acre Parcel)
Part of the East Half of the Southeast Quarter, Section 31, Township 38 North, Range 15 East, Clear Lake Township, Steuben County, Indiana, being part of a 19,962-acre parcel depicted on Gouloff-Jordan Surveying & Design Survey #20220038, dated March 28, 2022, described as follows:

Commencing at a railroad spike at the Southeast corner of said Section 31; thence South 88 degrees 34 minutes 46 seconds West (bearings based on Indiana East State Plane Coordinate System (NAD83/2011)), on the South line of the East Half of said Southeast Quarter, a distance of 250.45 feet to a mag nail with Gouloff-Jordan Surveying & Design, Inc. ID ring at the Point of Beginning; thence continuing South 88 degrees 34 minutes 46 seconds West, on said South line, 123.50 feet to a mag nail with Gouloff-Jordan Surveying & Design, Inc. ID ring; thence North 02 degrees 41 minutes 42 seconds West, parallel with the East line of said Southeast Quarter, a distance of 185.00 feet to a 5/8" rebar capped "GOU"; thence North 40 degrees 00 minutes 00 seconds West, 135.00 feet to a 5/8" rebar capped "GOU"; thence North 75 degrees 00 minutes 00 seconds West, 210.00 feet to a 5/8" rebar capped "GOU"; thence North 45 degrees 00 minutes 00 seconds West, 300.00 feet to a 5/8" rebar capped "GOU"; on the North line of a 14.99-acre parcel described in Document #21100509, as found in the Office of the Recorder of Steuben County, Indiana, thence North 88 degrees 34 minutes 46 seconds East, on said North line, being parallel with the South line of the East Half of said Southeast Quarter, a distance of 661.10 feet to the Point of Beginning, containing 5.163 acres, more or less, and subject to easements and rights-of-way of record.

LEGAL DESCRIPTION

(3.80-acre Parcel)
Part of the East Half of the Southeast Quarter, Section 31, Township 38 North, Range 15 East, Clear Lake Township, Steuben County, Indiana, being part of a 19,962-acre parcel depicted on Gouloff-Jordan Surveying & Design Survey #20220038, dated March 28, 2022, described as follows:

Beginning at a railroad spike at the Southeast corner of said Section 31; thence South 88 degrees 34 minutes 46 seconds West (bearings based on Indiana East State Plane Coordinate System (NAD83/2011)), on the South line of the East Half of said Southeast Quarter, a distance of 250.45 feet to a mag nail with Gouloff-Jordan Surveying & Design, Inc. ID ring; thence North 02 degrees 41 minutes 42 seconds West, parallel with the East line of said Southeast Quarter, a distance of 661.10 feet to a 5/8" rebar capped "GOU" on the North line of a 14.99-acre parcel described in Document #21100509, as found in the Office of the Recorder of Steuben County, Indiana, thence North 88 degrees 34 minutes 46 seconds East, on said North line, being parallel with the South line of the East Half of said Southeast Quarter, 250.45 feet to a 5/8" rebar capped "GOU" on the East line of said Southeast Quarter; thence South 02 degrees 41 minutes 42 seconds East, on said East line, 661.10 feet to the Point of Beginning, containing 3.80 acres, more or less, and subject to easements and rights-of-way of record.



GOULOFF - JORDAN SURVEYING AND DESIGN, INC.
1133 BROADWAY FORT WAYNE, IN 46802
PH (260) 424-5362 FAX (260) 424-4916

DATE:	PROJECT NUMBER:
March 28, 2022	20220038
SCALE: 1" = 100'	DRAWING NUMBER:
	20220038
DRAWN: MJC	SHEET: 1 of 1
CHECKED: TCG	

AGREEMENT TO PURCHASE REAL ESTATE**Scheerer McCulloch Auctioneers, Inc.****4420 Ardmore Ave., Fort Wayne, Indiana 46809 | Phone: (260) 441-8636 | Fax: (260) 469-8638****www.scheerermcculloch.com**TO: Michael L and Sandra L Richmond Owner. Date: August 18th, 2022

I/We hereby offer to purchase for the sum of \$ _____ in accordance with Paragraph 1 below, the real estate located in Steuben County, Indiana, commonly known as Tract(s) 1 per the tract map prepared by a surveyor and/or displayed at the auction or as shown on Exhibit "A", being 5.163 acres (more or less), and further legally described as follows: The west portion of parcel #760131000011000001 and the east portion of parcel #7601310000110220001 as described by the attached survey containing a home and 8 outbuildings on 5.163 acres. _____ (the "Real Estate"). The street address for the real estate is 7950 E 400 N Fremont IN 46737.

This Agreement to Purchase is made subject to the following terms and conditions:

1. PURCHASE PRICE. The entire purchase price shall be paid in cash. The price shall not be adjusted pro-rata at closing to reflect the results of the new survey as compared to the estimated acreage referred to above unless provided otherwise in Section 13. Seller shall not be required to pay for any costs related to a loan if Buyer elects to obtain financing for this purchase. Additionally, this transaction is not contingent upon Buyer obtaining financing for the purchase price contemplated herein.

2. TAXES AND ASSESSMENTS. [Mark (a) or (b)]

_____ (a) Buyer shall assume and pay real estate taxes payable in (May) (November) [Strike One], 20____, and all subsequent taxes. At or before closing, Seller shall pay all real estate taxes payable before that date.

X (b) The real estate taxes shall be prorated. Seller shall pay real estate taxes which are payable during the year in which closing occurs, and taxes payable during the succeeding year, prorated to the date of closing. Buyer shall assume and pay all subsequent taxes.

(c) If, at the time of closing, the tax bill for the Real Estate for the succeeding year has not been issued, taxes payable by either party shall be computed based on the last tax bill available to the closing agent. WARNING: The succeeding year's tax bill, because of recently constructed improvements, annexation, reassessment, or similar items may greatly exceed the last tax bill available to the closing agent.

(d) Seller shall pay any assessments upon or applying to the Real Estate for public improvements which, on the date of closing, have been constructed or installed, or substantially constructed or installed, on or about the Real Estate, or are serving the Real Estate, as of the date of this Agreement. If any improvement is planned or otherwise has not reached the point of substantial completion, Buyer shall pay any assessments relating thereto. SELLER WARRANTS that Seller has not received notice of any planned improvement for which an assessment reasonably might be made, other than as disclosed by the Seller to the Buyer in this Agreement.

(e) If the Real Estate is located in an area for which a community association ("Association") has been, or is to be formed, and membership in the Association is required, Buyer will accept delivery of the deed (as referenced in Section 4 below) with knowledge of the membership requirement. Membership in the Association may require (among other things) payment of dues (whether regular or special, and however payable - annually or otherwise), maintenance fees and other assessments, any of which would become a lien against the Real Estate if unpaid. Such dues, fees, and assessments are called "Association Dues". Buyer has been informed that Association Dues payable by the owner of the Real Estate in the calendar year in which closing is to occur are \$ N/A. Association dues payable in the calendar year in which closing occurs shall be paid by the parties pro rata, according to the date of closing. Buyer shall assume and pay all subsequent Association dues.

(f) Payment by Seller of Seller's obligations under this Section 2 shall either be made or provided for at closing. After closing, Buyer shall have no claims against Seller, Scheerer McCulloch Auctioneers, Inc. ("Auctioneer"), Seller's agent, Buyer's agent, or the closing agent for any payment or credit otherwise due from Seller under Section 2, unless such claim is based on fraud or misrepresentation.

3. SURVEY. [Check One]

X An up-to-date survey, identifying location of corners and stating whether said property is or is not in a flood plain shall be prepared.

_____ A survey shall be prepared only if required by the title company and/or lender.

_____ If the property sells in tracts and there is not an existing legal description, a survey shall be prepared. Any necessary survey for a combination of tracts shall be a perimeter survey only.

_____ Buyer accepts title to the Real Estate without a current survey.

The cost of any survey shall be paid by Equally between the buyer and seller.

1 Address: 7950 E 400 N Fremont IN 46737 Sep _____ Seller's initials _____ Buyer's initials _____

4. **TITLE.** Seller shall convey title by a properly executed general warranty deed (the "Deed"). Seller shall also execute and deliver a Closing Affidavit and Representations ("Closing Affidavit") in the form approved by The Allen County Indiana Bar Association, Inc., at the time of delivery. Seller shall provide and pay for the Deed and all other documents which are necessary for title to the Real Estate to meet legal requirements under this Agreement, for the transaction to comply with applicable tax laws, and comply with the Indiana Responsible Property Transfer Law (I.C. 13-7-22.5).
5. **EVIDENCE OF TITLE.** Seller shall provide and pay for an ALTA Owner's Policy of Title Insurance insuring in Buyer marketable title to the Real Estate as of a date after the date this Agreement becomes effective, in the full amount of the Purchase Price. Notwithstanding Seller's obligation herein, if there is a simultaneous issuance of an ALTA Owner's Policy and an ALTA Loan Policy, all charges and premiums for them shall be paid equally by the parties. If only an ALTA Loan Policy is issued, all charges and the premium for such policy shall be paid by Buyer. Additionally, any closing fee charged by the closing agent shall be paid equally by the parties.
6. **CLOSING.** Closing shall be held on or before September 18th, 2022. The closing date shall be automatically extended up to 30 days if Auctioneer deems necessary. Provided further, if any federal, state or local government or official regulatory agency or any federal, state or county court issues any directive, order or decree which, in the exclusive opinion of the Auctioneer, prohibits or discourages conducting the closing as scheduled, the Auctioneer shall have the exclusive prerogative to cancel said closing and reschedule the same at a feasible future date and time of Auctioneer's choice. At the closing and upon payment of the Purchase Price, Seller shall deliver a properly executed general warranty deed, conveying the real estate, improvements, and fixtures in substantially their present condition, usual wear and tear excepted, and if Seller is unable to do so, Buyer shall have the option to revoke this Agreement and have the earnest money (as referenced in Section 11 below) returned without delay. Seller assumes risk of loss and damage until closing. Issues of marketability shall be resolved by reference to the Standards of Marketability as adopted by the Allen County Indiana Bar Association.
7. **POSSESSION** shall be delivered to Buyer on at closing. Seller's Insurance shall be cancelled as of the closing date. Seller shall pay all charges for utility services furnished the Real Estate until the date possession is given.
8. **IMPROVEMENTS AND FIXTURES.** This Agreement to Purchase includes all improvements and permanent fixtures used in connection with said real estate, including, but not necessarily limited to, the following: all electrical, gas, central heating, central air conditioning, and plumbing fixtures, including water softener (except rental units), built-in appliances, drapery hardware, attached carpeting, radio or television antennae, garage door openers, and washer, dryer, fridge and stove. if any, now in or on the property, the costs of which shall be fully paid and shall be free of liens. Propane tanks are not included.
9. **WARRANTIES.** Buyer acknowledges that an inspection was made of the real estate and personal property, if any, or the Buyer is familiar therewith to the extent desired, and with respect to this Agreement, is satisfied in all respects with the condition of the Real Estate and personal property, if any, and with the availability of all necessary utilities and access. Buyer further acknowledges that he has independently confirmed the property's current zoning status, is not relying on any representations from Seller or Auctioneer regarding same, and waives any objection based on the property's current zoning status. Buyer understands that Seller makes no representations as to the condition, quality, zoning, or serviceability of the Real Estate and personal property, if any, for any particular purpose. Buyer understands that by entering into this Agreement, Buyer is agreeing to accept the real estate and personal property, if any, in an "AS IS - WHERE IS" condition. Buyer is purchasing the property subject to any recorded easements, leases, covenants, and restrictions of record, if any. Buyer further acknowledges receipt and execution of a Seller's Residential Real Estate Disclosure Form required under I.C. 24-4.6-2, as amended.
10. **BINDING AGREEMENT.** All the terms and conditions are as stated herein, there being no verbal agreements. If this Agreement is accepted by the Seller, it shall be an Agreement binding and inuring to the benefit of both Buyer and Seller, their heirs, and personal representatives.
11. **EARNEST MONEY.** The Buyer deposits as earnest money the sum of \$ 10,000.00 which shall be held in escrow by Auctioneer and applied toward the purchase price at closing. If this offer is accepted by Seller but Buyer fails to complete the purchase as agreed herein, a sum equal to the earnest money or five percent (5%) of the purchase price, whichever is greater, shall be forfeited to Seller and Auctioneer as liquidated damages or, in the alternative, Seller shall have the right to sue for specific performance or pursue any other legal remedy available under law. In the event this transaction does not close by the closing date set forth in Section 6 above, for any reason other than Seller's failure to be able to provide clear title in accordance with Section 5 above, and notwithstanding any other term or terms of this Agreement, Buyer and Seller hereby authorize and direct the closing (escrow) agent who/which received and is holding any earnest money to immediately transfer all said funds to Auctioneer, and Buyer and seller agree to save and hold harmless said closing (escrow) agent from all liabilities and costs for doing so, including any attorney fees and other expenses reasonably incurred by said agent.
12. **ATTORNEY FEES AND EXPENSES.** Seller and Auctioneer shall be entitled to recover from Buyer all reasonable costs and attorney fees incurred to enforce the terms of this Agreement against Buyer. In addition, in the event Buyer requests revisions to this Agreement, and Seller and Auctioneer agree to such revisions, Buyer shall be obligated to reimburse Seller or Auctioneer, as the case may be, for all reasonable attorney fees incurred for the purpose of revising this Agreement.
13. **OTHER TERMS AND CONDITIONS.** Property is being sold "AS IS - WHERE IS" Initial here _____.

Buyer to pay Scheerer McCulloch Auctioneers 2 1/2% buyer's premium calculated on the purchase price (_____) due at closing . Buyer acknowledges and affirms that the payment of a buyer's premium does not create an agency relationship between or among Buyer and Auctioneer, and Buyer expressly waives any claim that such an agency relationship exists. Buyer acknowledges that Auctioneer and Seller

2 Address: 7950 E 400 N Fremont IN 46737 Seller's initials _____ Buyer's initials _____

are relying on the payment of the buyer's premium as inducement to enter into this Agreement and to proceed toward a closing of the Property described herein. Sale of real estate sold subject to all matter revealed in survey and title commitment.

(INITIAL) (INITIAL)

14. CLOSING COORDINATION. In order to avoid duplication of effort and to streamline the closing process, Scheerer McCulloch Auctioneers, Inc., on behalf of the Seller, will be responsible for ordering any and all title insurance commitments, surveys, payoff statements, and document preparation. Scheerer McCulloch Auctioneers, Inc., will also coordinate the scheduling of the closing of this transaction.

15. This Agreement is solely between Buyer and Seller. The Auctioneer(s)/Broker(s) and Sales Agent(s) shall not be liable for any existing or arising defects or deficiencies in the Real Estate, improvements, or equipment thereon. Scheerer McCulloch Auctioneers, Inc., and its Agents are exclusively the Agent for the Seller who have no duty to Buyer except as specifically set forth under Indiana law.

Buyer: _____ Buyer: _____

Printed Name: _____ Printed Name: _____
(FIRST) (MI.) (LAST) (FIRST) (MI.) (LAST)

Address: _____ Phone: _____
(ZIP)

E-mail: _____ E-mail: _____

Deed to: _____ Cash or finance: _____

Lender Contact: _____ Lender phone: _____

Earnest money deposit of \$ _____ received. Agent: _____ Date: _____

UNCONDITIONAL ACCEPTANCE BY SELLER: Seller accepts the Offer made by Buyer as set forth above, without change or condition this _____ day of _____, 20_____.

Seller: _____ Seller: _____

Printed Name: _____ Printed Name: _____
(FIRST) (MI.) (LAST) (FIRST) (MI.) (LAST)

Address: _____ Phone: _____
(ZIP)

E-mail: _____ E-mail: _____

Scheerer McCulloch office use only:

Buyer Agent: _____ Cell phone: _____ Office: _____

Buyer Agent Company & address: _____

Buyer agent email: _____

Title company: Metropolitan Contact & phone # _____

Attorney preparing deed & affidavit: _____

Attorney company & contact info: _____

Attorney email: _____



First American

Commitment

ALTA Commitment for Title Insurance

Issued by

Metropolitan Title of Indiana, LLC

as issuing Agent for First American Title Insurance Company

File No: 4035-209030

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 Policy Amount 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

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Metropolitan Title of Indiana, LLC, as issuing Agent for 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; Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

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

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

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

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 shall not be 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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.

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. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option 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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First American

Schedule A

ALTA Commitment for Title Insurance

Issued by

Metropolitan Title of Indiana, LLC

as Issuing Agent for First American Title Insurance Company

File No: 4035-209030

Transaction Identification Data for reference only:

Issuing Agent: Metropolitan Title of Indiana, LLC

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

Commitment No.: 4035-209030

Issuing Office File No.: 4035-209030

Property Address: 7950 E. 400 N., Fremont, IN 46737

Revision:

Printed Date: 05/05/2022

SCHEDULE A

1. Commitment Date: April 29, 2022 8:00 AM
2. Policy to be issued:
 - (A) ALTA Owner's Policy (6-17-06)
Proposed Insured: To Be Determined
Proposed Policy Amount: \$500.00
 - (B) ALTA Loan Policy (6-17-06)
Proposed Insured: TBD - Lender, its successors and/or assigns as defined in the Conditions of the policy, as their interests may appear.
Proposed Policy Amount: \$500.00
3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple

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

Michael L. Richmond and Sandra L. Richmond, husband and wife

5. The Land is described as follows:

See Schedule C attached hereto and made a part hereof



Issued By: Metropolitan Title of Indiana, LLC
For questions regarding this commitment contact;
(260)497-9469 or fax to (260)489-0584
9604 Coldwater Road, Suite 105
Fort Wayne, IN 46825

INSURANCE FRAUD WARNING by First American Title Insurance Company: 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.

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

Issued by

Metropolitan Title of Indiana, LLC

as issuing Agent for First American Title Insurance Company

File No: 4035-209030

Commitment No.: 4035-209030

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 interest to the insured, or both, must be properly authorized, executed, acknowledged, proved by a subscribing witness before a notarial officer pursuant to IC 32-21-2-3(a) effective July 1, 2020, and recorded in the Public Records.
5. 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.
6. 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.
7. 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).
8. Vendor's and/or Mortgagor's Affidavits to be executed at the closing.
9. 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.
10. 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.

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

Issued by

Metropolitan Title of Indiana, LLC

as issuing Agent for First American Title Insurance Company

File No: 4035-209030

11. 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.
12. 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.
13. 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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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

Issued by

Metropolitan Title of Indiana, LLC

as issuing Agent for First American Title Insurance Company

File No: 4035-209030

Commitment No.: 4035-209030

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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 Record 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 2021 are due in two installments payable May 10, 2022 and November 10, 2022:

Parcel No.: 76-01-31-000-011.000-001

May Installment of \$936.83 shows unpaid

November Installment of \$936.83 shows unpaid

Tax Year: Current Year 2021 due 2022

Land:	\$31,100.00
Improvements:	\$183,500.00
Homeowners Exemption:	\$0
Mortgage Exemption:	\$0
Supplemental Homestead:	\$0
Other Exemption:	\$0

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 2022 due in May and November, 2023.

8. Annual assessment for the maintenance of Geo. Shrimplin 1 Ditch due May 10, 2022, in the amount of \$5.00 shows unpaid.
Note: Subsequent assessments as required.
9. Annual assessment for the maintenance of Ryan-Reppard Ditch due May 10, 2022, in the amount of \$15.65 shows unpaid.
Note: Subsequent assessments as required.
10. Only Michael L. Richmond was listed as owner on the application for title insurance, but Michael L. Richmond and Sandra L. Richmond are the record owners of the subject premises. We reserve the right to add such exceptions as may be appropriate if unrecorded matters have affected Sandra L. Richmond's interest in the premises.
11. Rights of others for access to adjoining parcel(s) without benefit of a recorded ingress and egress easement.
12. Rights of tenants, if any, under any unrecorded leases including to crops.
13. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

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14. If hemp products are dispensed by seller/borrower/tenant, execution of Hemp Affidavit is required to attest to compliance with Indiana's Chapter 21 Distribution of Low THC Hemp Extract at Ind. Code Section 24-4-21, and will remain in compliance with 21 U.S.C. § 801 et seq. (the "Controlled Substances Act").
15. Rights of others to the free and unobstructed flow and use of the waters which may flow on or through the land and any adverse claim based on the assertion that some portion of said land has been created by artificial means or avulsion or has accreted to such portion.
16. Rights of way for drainage tiles, ditches, feeders, laterals, and legal drains and ditches, if any.
17. 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.
18. Notwithstanding any reference to the acreage or quantity of land described on Schedule C, nothing contained herein insures the quantity of land contained within the boundaries of the land described in Schedule C.
19. 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.

NOTE: Survey recorded in 99-08-0424.

Note: For informational purposes only and same to be omitted from the final policy, when issued:

The following are the vesting deed of record and all of the deeds, if any, affecting the Land recorded within 36 months preceding the Commitment Date hereof:

VESTING DEED:

Grantor:	Estate of Paul R. Crawford, deceased
Grantee:	Michael L. Richmond and Sandra L. Richmond, husband and wife
Date of Recording:	October 10, 2021
Recorded:	21100509
Grantor:	Michael D. Scharlach and Phyllis L. Scharlach, husband and wife
Grantee:	Paul R. Crawford
Date of Recording:	May 11, 1998
Recorded:	98-05-0321

NOTE: The final Loan Policy will include the following Endorsements upon compliance with the Company's issuing standard:

Restrictions, Encroachments, Minerals - Loan Policy Endorsement (ALTA 9-06)
 Environmental Protection Lien Endorsement (ALTA 8.1-06)

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First American

Schedule C

ALTA Commitment for Title Insurance

Issued by

Metropolitan Title of Indiana, LLC

as issuing Agent for First American Title Insurance Company

File No: 4035-209030

Commitment No.: 4035-209030

The land referred to in this Commitment, situated in the County of Steuben, State of Indiana, is described as follows:

Part of Section 31, Township 38 North, Range 15 East, Clear Lake Township, Steuben County, Indiana, and being more particularly described as follows:

Beginning at a railroad spike found at the southeast corner of said Section 31 run South 89 degrees 33 minutes 14 seconds West, along the centerline of a county road and the South line of said Section, 365.00 feet to a set P.K. nail; thence North 01 degree 47 minutes 50 seconds West, 458.42 feet to a set 5/8 inch rebar and cap (MBS and Assoc., Inc.); thence North 88 degrees 33 minutes 05 seconds East, 29.60 feet to a set 5/8 inch rebar and cap (MBS and Assoc., Inc.); thence North 00 degrees 45 minutes 53 seconds West, 142.18 feet; thence North 89 degrees 33 minutes 14 seconds East, 343.66 feet to a 5/8 inch rebar and cap (MBS and Assoc., Inc.) set on the East line of said Section 31; thence South 00 degrees 45 minutes 53 seconds East, along said east line, 601.00 feet to the Point of Beginning. Said in previous deeds to contain 5.00 acres, more or less.

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Indianapolis Phone: (317) 775-8449

EMAIL: info@smauctioneers.com

Client Registration For Real Estate Sold At Auction

This form must be submitted 48 hours prior to auction

Property Address: _____

Auction Sale Date: _____

- **The Bidder Registration Form must be emailed (or) faxed to the offices of Scheerer McCulloch Auctioneers, Inc. no later than 48 hours prior to the auction. Email: info@smauctioneers.com • Fax Number: (260) 469-8638**
- The Realtor representing the Buyer must be present at the auction and must identify themselves and their client to the auctioneer prior to the start of the auction.
- The Realtor will accompany their client to the signing of the Offer To Purchase and the Realtor's name will be listed as the selling agent on the Offer To Purchase.
- The Realtor will work with the buyer in helping to obtain the necessary documents to complete the transaction.

List Potential Buyer's information and please have client sign below:

Name: _____

Address: _____

Home Phone: _____ Cell Phone: _____

Buyer's Signature: _____ Date: _____

List Agent information and please sign below:

Agent Name: _____

Office Name: _____

Address: _____

Office Phone: _____ Agent Phone: _____

Agent Signature: _____ Date: _____

LEAD PAINT DISCLOSURE - HOUSING SALES

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser 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.

Property Address: 7950 E 400 N FREMONT IN 46737

SELLER'S DISCLOSURE (initial)

_____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

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 one below):

Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

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

PURCHASER'S ACKNOWLEDGMENT (initial)

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

_____ (d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

_____ (e) Purchaser has (check one below):

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

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AGENT'S ACKNOWLEDGMENT (initial)

SPN (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

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:

Michael L. Johnson 4-22-22

Seller Date

D. Meyer 4-22-22

Agent Date

Purchaser Date

Sandra L. Richmond 4-22-22

Seller Date

Agent Date

Purchaser Date



SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE
State Form 46234 (R/1293)

Date (month, day, year) 04/22/22

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, ZIP code) 7950 E 400 N Fremont, IN 46737

1. The following are in the conditions indicated:

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

C. WATER & SEWER SYSTEM	None/Not Included	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				<input checked="" type="checkbox"/>
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	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>
Water Heater/Solar	<input checked="" type="checkbox"/>			
Water Purifier	<input checked="" type="checkbox"/>			
Water Softener				<input checked="" type="checkbox"/>
Well				<input checked="" type="checkbox"/>
Septic and Holding Tank/Septic Mound				<input checked="" type="checkbox"/>
Geothermal and Heat Pump	<input checked="" type="checkbox"/>			
Other Sewer System (Explain)				

	Yes	No	Do Not Know
Are the improvements connected to a public water system?		<input checked="" type="checkbox"/>	
Are the improvements connected to a public sewer system?		<input checked="" type="checkbox"/>	
Are there any additions that may require improvements to the sewage disposal system?			<input checked="" type="checkbox"/>
If yes, have the improvements been completed on the sewage disposal system?	<input checked="" type="checkbox"/>		
Are the improvements connected to a private/community water system?	<input checked="" type="checkbox"/>		
Are the improvements connected to a private/community sewer system?	<input checked="" type="checkbox"/>		

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

D. HEATING & COOLING SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know
Attic Fan	<input checked="" type="checkbox"/>			
Central Air Conditioning			<input checked="" type="checkbox"/>	
Hot Water Heat	<input checked="" type="checkbox"/>			
Furnace Heat/Gas			<input checked="" type="checkbox"/>	
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	<input checked="" type="checkbox"/>			
Propane Tank			<input checked="" type="checkbox"/>	
Other Heating Source	<input checked="" type="checkbox"/>			

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: John R. Smith Date: 4-22-22 Signature of Buyer: _____ Date: _____

Signature of Seller: Sarah J. Smith Date: 4-22-22 Signature of Buyer: _____ Date: _____

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: _____ Date: _____ Signature of Buyer: _____ Date: _____

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

7950 E 400 N FREMONT IN 46737

2. ROOF			YES	NO	DO NOT KNOW	4. OTHER DISCLOSURES			YES	NO	DO NOT KNOW
Age, if known: _____ Years					X	Do improvements have aluminum wiring?					X
Does the roof leak?				X		Are there any foundation problems with the improvements?				X	
Is there present damage to the roof?				X		Are there any encroachments?				X	
Is there more than one roof on the house?					6	Are there any violations of zoning, building codes, or restrictive covenants?				X	
If so, how many layers? _____						Is the present use a nonconforming use? Explain:				X	
3. HAZARDOUS CONDITIONS			YES	NO	DO NOT KNOW	Is the access to your property via a private road?			X	X	
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?				X		Is the access to your property via a public road?			X		
Explain:						Is access to your property via an easement?				X	
						Have you received any notices by any governmental or quasi-governmental agencies affecting this property?				X	
						Are there any structural problems with the building?				X	
						Have any substantial additions or alterations been made without a required building permit?				X	
						Are there moisture and/or water problems in the basement, crawl space area, or any other area?					X
						Is there any damage due to wind, flood, termites, or rodents?					X
						Have any improvements been treated for wood destroying insects?				X	
						Are the furnace/woodstove/chimney/flue all in working order?			X		
						Is the property in a flood plain?				X	
						Do you currently pay flood insurance?				X	
						Does the property contain underground storage tank(s)?			X	X	
						Is the homeowner a licensed real estate salesperson or broker?				X	
						Is there any threatened or existing litigation regarding the property?				X	
						Is the property subject to covenants, conditions, and/or restrictions of a homeowner's association?				X	
						Is the property located within one (1) mile of an airport?				X	

E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS: (Use additional pages if necessary).

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Signature of Seller: <i>Michael L. Johnson</i>	Date: 4-22-22	Signature of Buyer:	Date:
Signature of Seller: <i>Sandra S. Richmond</i>	Date: 4-22-22	Signature of Buyer:	Date:

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:	Date:	Signature of Seller:	Date:
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