

# GRAHAM LAND AUCTION

WELLS COUNTY · ROCKCREEK TOWNSHIP · SECTION 26

# 77.33 ± ACRES

INFORMATIONAL PACKET

**LIVE AUCTION: THURSDAY, MARCH 20<sup>TH</sup> AT 6:00 PM**  
HIGHLY PRODUCTIVE FARM - ABUNDANCE OF ROAD FRONTAGE - ALL TILLABLE

**AUCTION LOCATION:** Wells County 4-H Building · 1245 4-H Park Road, Bluffton, Indiana 46714

**STEFFEN GROUP**  
REAL ESTATE & AUCTIONS

260.426.0633 · STEFFENGRP.COM

**SALE MANAGER:** Brandon Steffen (260.710.5684 · Brandon.Steffen@Steffengrp.com)

**OWNER:** The Estate of Carolyn Graham

Terms & Conditions..... 1

Purchase Agreement..... 2

Aerial Tract Map ..... 10

Soil Map .... 12

Crop History ..... 14

FSA/CRP Information ..... 16

Title Information ..... 20

Assessor’s Card ..... 32

Property Survey ..... 34



**PROCEDURE:** The property will sell in 1 individual tract.

**METHOD OF PAYMENT:** A non-refundable earnest money deposit of 10% of the purchase price will be required the day of sale with the balance due the day of final closing. Closing to be within 30 days of the auction. This real estate is being sold for cash and your bidding is not contingent upon financing. Have your financing prearranged prior to auction day.

**ACCEPTANCE OF BID:** Successful bidder will be required to enter into a purchase agreement immediately following the auction at the site. The seller reserves the right to accept or reject any bids.

**TITLE:** Seller will provide the buyer with a commitment of title insurance in the amount of the purchase price insuring the transfer and marketability of the title. Seller will provide buyer with a fully executed personal representatives deed conveying title to the buyer.

**POSSESSION:** Possession will be given to the Buyer the day of final closing with full possession for the 2025 growing season.

**TAXES:** The Buyer shall assume all of the 2025 due and payable 2026 installment of Real Estate Taxes, and all subsequent taxes and assessments thereafter.

**SURVEY:** A staked out survey of the property has been prepared by McKINNEY Land Surveying. The cost of the survey split 50:50 between the Buyer and the Seller. The type of survey prepared shall be determined by the Seller and Auctioneer as long as it is sufficient for issuance of a title insurance policy. Only the boundary corners of the respective tract sold shall be marked.

**ACCEPTANCE OF BID:** This real estate is being sold subject to confirmation of the seller.

**PROPERTY DISCLOSURE:** This property is being sold "As-Is" and "Where-Is" with no warranty being expressed or implied.

**DISCLAIMER & ABSENCE OF WARRANTIES:** All information contained in this brochure and all related materials are subject to the terms and conditions outlined in the purchase agreements. Conduct of the auction and the increments of bidding are at the direction and discretion of the auctioneer. All decisions of the auctioneer are final. Announcements made day of the sale take precedence over any and all printed material.



# **PURCHASE AGREEMENT**

---

## REAL ESTATE AUCTION PURCHASE AGREEMENT

DATED: March 20, 2025 (“Effective Date”)

THIS REAL ESTATE AUCTION PURCHASE AGREEMENT (“**Agreement**”) is made and entered into as of the Effective Date by and between The Estate of Carolyn J. Graham (“**Seller**”), and the party executing the Buyer’s signature page attached hereto (“**Buyer**”). In consideration of the terms, covenants and conditions contained in this Agreement, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. **PURCHASE** The bid price is \$ \_\_\_\_\_ in addition to a one percent (1%) buyer’s premium, making the total amount due and owing under this Agreement \$ \_\_\_\_\_ (“Purchase Price”)

1.1 **PURCHASE AND SALE.** Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all of Seller’s rights, title and interest in and to the Real Estate commonly known as set forth in Exhibit (“A”) and attached hereto containing an estimated 77.33 gross acres located in Wells County, Indiana, together with all improvements located thereon, and all easements and other rights and privileges pertaining or appurtenant thereto owned by Seller (such real estate, improvements, easements, rights and privileges being referred to herein collectively as the “**Property**”).

### 2. **EARNEST MONEY AND PURCHASE PRICE.**

2.1 **Earnest Money.** Concurrently with Buyer’s execution of this Agreement, Buyer has delivered to Seller, a check (s) payable to The Steffen Group, Inc. in the amount of \_\_\_\_\_, such amount being equal to ten percent (10%) of the Purchase Price (the “**Earnest Money**”). Seller hereby acknowledges receipt of the Earnest Money.

3. **STATUS OF TITLE TO PROPERTY.** At Closing, Seller shall convey the Property to Buyer by a recordable Personal Representatives Deed (the “**Deed**”), subject to the following (collectively, the “**Permitted Exceptions**”): (a) rights-of-way, rights, duties, obligations, agreements, limitations, covenants, conditions, easements, restrictions and other matters of record; (b) current real estate taxes not yet due and payable; (c) legal highways and public rights-of-way; (d) all matters that would be disclosed by an accurate survey or inspection of the Property; (e) zoning ordinances and other governmental restrictions affecting the Property; (f) and the matters set forth in **Section 6.1**. Seller shall provide to Buyer an updated Commitment for an Owner’s Policy of Title Insurance from the Title Company in the amount of the Purchase Price (the “**Commitment**”).

### 4. **CLOSING.**

4.1 **Closing Date.** The closing of the transaction contemplated by this Agreement (the “Closing”) shall take place at a Metropolitan Title Company Office, on or before the Thirtieth (30th) day following the Effective Date of this agreement. “**Closing Date.**” Seller, at its sole option, may extend the Closing Date by up to sixty (60) additional days to obtain lien releases or any required surveys, or to otherwise convey clear title to the Property.

4.2 **Closing Documents.** At the Closing, contemporaneously with the payment by Buyer of the Purchase Price, Seller shall deliver to Buyer: (a) the Deed to the Property subject to the Permitted Exceptions, (b) a vendor's affidavit acceptable to the Title Company to allow it to delete the standard exceptions for non-survey matters from its title policy; (c) a certification of non-foreign status with respect to Seller as required by Section 1445 of the Internal Revenue Code; (d) a Disclosure of Sales Information Form as required by Ind. Code 6-1.1-5.5 (e) to the extent the Property includes a residence, an updated Seller's Residential Real Estate Sales Disclosure Form as required by Ind. Code 32-21-5-1; and (f) an Owner's Commitment of Title Insurance (the "Title Policy") free of any liens related to Seller's mortgage or for delinquent taxes (collectively, the "Closing Documents").

4.3 **Survey.** A staked-out survey of the property shall be prepared by McKinney Land Surveying. The cost of the survey shall be split 50:50 between the Buyer and Seller. The type of survey prepared shall be determined by the Seller and Auctioneer as long as it is sufficient for the issuance of a title insurance policy.

4.4 **Closing Costs.** Closing Costs shall be paid as follows:

a. **Seller's Expenses.** Seller agrees to pay all costs of releasing existing loans and recording the releases; 50% of any insured closing fee and Disclosure of Sales Information for; 50% of the survey cost and the premium for the Owners Title Insurance Policy.

b. **Buyer's Expenses.** Buyer agrees to pay all expenses incident to any purchase money loan (e.g. Loan commitment fees, preparation of note, mortgage, and other loan documents, recording fees, Mortgagee's Title Policy, pre-payable interest, credit reports), if any; 50% of any insured closing fee; 50% of the cost of the survey and any fees for endorsements to the Title Policy requested by Buyer.

4.5 **Possession.** Possession shall be given to the Buyer the day of final closing.

4.6 **Taxes and Assessments.** The Seller shall pay all of the 2024 due and payable 2025 real estate taxes and assessments at closing. The Buyers shall assume all of the 2025 due and payable 2026 real estate taxes and assessments and all taxes and assessments thereafter.

4.7 **Insurance.** All insurance maintained by Seller in respect of the Property, if any, shall be canceled as of the Closing.

5. **RISK OF LOSS.** All risk of loss or damage to the Property shall be borne by Seller to and including the date of Closing. In the event that, following the execution of this Agreement, all or any portion of the Property is materially damaged or becomes the subject of an appropriation proceeding or threat thereof by a public or quasi-public authority having the power of eminent domain, Seller shall promptly notify Buyer thereof. In such event, Buyer may (i) elect to terminate the agreement contained herein, in which event the Earnest Money shall be immediately returned to Buyer, or (ii) elect to proceed with the transaction, in which event Buyer shall be entitled to the insurance proceeds related to the damage to the Property or the proceeds of any condemnation award or payment in lieu thereof related to that portion of the Property taken as a result of such eminent domain proceedings or threat thereof. Seller may, at its option, either prosecute any condemnation claim itself or allow Buyer to appear in and prosecute such claim. If Buyer elects to terminate the Agreement as hereinabove provided, it shall notify Seller within ten (10) days after Buyer has received written notice of such damage or destruction or any appropriation proceeding or threat thereof.

6. **DISCLAIMERS;"AS IS".**

6.1 **As-Is Sale.** Buyer acknowledges that it is a sophisticated buyer with experience in owning and operating real property. Buyer realizes the special nature of this transaction, understands and freely assumes all risks involved in connection with this transaction, and acknowledges that the risks are reflected in the Purchase Price and the terms upon which Buyer is willing to purchase and Seller is

willing to sell the Property. Buyer acknowledges that it has had an opportunity to make an independent investigation and examination of the Property and to become fully familiar with the physical condition of the Property, and has not relied on any information or materials delivered or caused to be delivered by Seller in connection therewith. It is further agreed that this Agreement shall supersede any and all marketing materials and other materials supplied or made available prior to or in connection with the Auction (the "Property Data"). Seller makes no warranty or representation with respect to the Property Data, and Seller, for and on behalf of each Seller-Related Party (as hereinafter defined) hereby expressly disclaims any representation or warranty whatsoever, express or implied, as to the content, accuracy or completeness of the Property Data. Any Auction Announcement (as hereinafter defined) that was made at Auction supersedes the Property Data. As used herein, (a) the term "Auction Announcement" means any announcement made during the Auction by the Seller or the auctioneer conducting the sale of the Property, whether orally or in writing, and (b) the term "Seller-Related Parties" means individually and collectively, Seller and its officers, directors, shareholder, employees, attorneys, agents and representatives.

Buyer by its execution hereof, acknowledges that the Property is sold "as-is where-is" and that Seller has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, as to, concerning or with respect to (a) the value, nature, quality or condition of the Property, including, without limitation, the water, soil and geology; (b) the existence of any environmental contamination, hazards or conditions thereon (including, but not limited to, the presence of asbestos or asbestos containing materials, lead based paint, underground storage tanks, pesticide residues, landfills, or the release of hazardous substances or the disposal or existence, in or on the Property, of any hazardous materials); (c) the income to be derived from the Property; (d) the suitability of the Property for any and all activities and uses which Buyer may conduct thereon; (e) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable government authority or body (including any environmental protection, pollution or land use laws, rules, regulation, orders or requirements); (f) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property; (g) the manner or quality of the construction or materials, if any, incorporated into the Property; (h) the manner, quality, state of repair or lack of repair of the Property, (I) the availability of access to the Property from public rights-of-way or the availability of utilities (including, without limitation, the availability or adequacy of any water); (j) the revenues from or expense of the Property; (k) the acreage of dimensions of the Property; (l) the real property taxes on the Property; (m) whether any portion of the Property lies within any flood hazard area as determined by the U.S. Army Corps of Engineers or other applicable authority or whether the Property contains any wetlands or waters of the State or the United States; (n) any other matter or thing affecting or relating to the Property. No warranty has arisen through trade, custom or course of dealing with Buyer.

Buyer declares and acknowledges that the foregoing shall be considered a material and integral part of the sale contemplated thereby and is reflected in the consideration payable by Buyer hereunder as inducement for Seller to proceed with the transaction contemplated hereby. Buyer further declares and acknowledges that the foregoing has been brought to the attention of Buyer and explained in detail, and that Buyer has voluntarily and knowingly consented thereto.

6.2 **Release.** Buyer further releases the Seller-Related Parties from all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorneys' fees and disbursements), whether suit is instituted or not (collectively, "Claims") which any Buyer-Related Party (as hereinafter defined) has or may have arising from or related to any matter or thing related to or in connection with the Property or the Auction, including, without limitation, the Real Estate Taxes and Assessment whether direct or indirect, known or unknown, contingent or non-contingent, latent or patent. Buyer shall not look to any Seller-Related Parties in connection with the foregoing for any redress or relief. Buyer further acknowledges and agrees that such release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. As used herein, the term "Buyer-Related Party" means, individually and collectively, and to the extent applicable (a) Buyer; (b) the shareholders, directors, members, partners and employees of Buyer or any direct or indirect partner of or corporate joint-ventures with Buyer; (c) any affiliate of Buyer; and (d) any nominee, successor or assign of Buyer.

6.3 **Survival.** The provisions of Sections 4.6, 6.1 and 6.2 shall survive the Closing.

7. **REPRESENTATIONS AND WARRANTIES.** Buyer represents and warrants as follows:

7.1 If Buyer is not an individual: (1) Buyer is duly formed, validly existing and in good standing under the laws of the state and commonwealth of its organization and is authorized to transact business in the State of Indiana; (2) Buyer has full right, authority and power to enter into this Agreement, consummate the transactions contemplated herein and to perform its obligations hereunder and under those Closing Documents to which it is a party; (3) each of the persons executing this Agreement on behalf of Buyer is authorized to do so; and (4) this Agreement constitutes a valid and legally binding obligation of Buyer enforceable against Buyer in accordance with its terms.

7.2 The execution and delivery of this Agreement by Buyer does not, and the performance of Buyer's obligations hereunder and under the Closing Documents to which it is a party will not, require the consent or approval of any governmental or public authority or any other person.

7.3 If the Property contains residential real estate, Buyer has received prior to the execution of this Agreement (in the forms attached hereto as Riders) a Seller's Residential Real Estate Sales Disclosure Form as required by Ind. Code 32-21-5-1 et seq. and a Lead Based Paint Disclosure.

Each representation and warranty of Buyer set forth in this Agreement (whether or not set forth in this Section) shall be deemed to have been repeated by Buyer, at and as of the Closing Date with the same force and effect as if first made on and as of such date and shall survive the Closing.

8. **DEFAULT.**

8.1 **Seller's Default.** In the event Seller breaches this Agreement or is otherwise unable to perform its obligations hereunder prior to Closing, Buyer shall provide written notice thereof to Seller. If Seller fails to cure such default within ten (10) business days, thereafter, unless such deadline is extended by the parties' written agreement, this Agreement, at Buyer's option, shall terminate upon written notice from Buyer, and this Agreement shall thereafter be deemed null and void. Upon such termination, Buyer shall be entitled to the return of the Earnest Money (without interest) and liquidated damages equal to Buyer's reasonable out-of-pocket expenses incurred solely in connection with this Agreement during the period from the Effective Date through the date of termination, but in no event shall Seller's liability for such damages exceed Twenty Thousand Dollars (\$20,000.00). Buyer and Seller acknowledge that actual damages would be difficult to



calculate and that the foregoing is a reasonable estimate of the likely damages. The foregoing remedy shall be Buyer's sole remedy at law or in equity, and Buyer waives any other damages, amounts, or remedies. Except as provided above, Buyer agrees to release and hold the Seller-Related Parties defined as The Steffen Group Inc and its Agents harmless from any and all claims associated with Seller's breach of this Agreement. The Seller shall also be responsible for compensating the Steffen Group Inc. a fee of Five Percent (5%) of the total Purchase Price except no such compensation is due if the cause of Seller default is an "Act of God" and/or government action or inaction.

**8.2 Buyer's Default.** If Buyer fails, neglects, or refuses to comply with any term or condition of this agreement, including, but not limited to, failure, neglect, or refusal to complete the purchase of the subject real estate from Seller, then Seller shall provide written notice to Buyer of said failure, neglect, or refusal within ten (10) business days. Upon receipt of the written notice, Buyer shall correct the failure, neglect, or refusal within ten (10) business days. In the event Buyer is unable to correct the failure, refusal, or neglect within said time period, this Agreement shall be terminated, unless both parties agree to an extension of the aforementioned ten (10) day period in writing.

Upon termination of this Agreement, Buyer shall forfeit the earnest money deposit to Seller as liquidated damages, and Seller shall retain all other remedies available at law and in equity. Additionally, Buyer shall be responsible to the auctioneer/real estate agent (Steffen Group Inc.) for any and all commission and out-of-pocket expenses incurred in connection with this transaction. The Seller shall be entitled to pursue any and all legal and equitable remedies available to enforce its rights.

9. **MISCELLANEOUS**

9.1 **Modification.** This Agreement may not be changed, modified, supplemented, or terminated, except by an instrument executed by the parties which are or will be affected by the terms of such change, modification, supplement or termination. Either party may waive any of the terms and conditions of this Agreement made for its benefit, provided such waiver is in writing and signed by the party waiving such term and condition.

9.2 **Binding Agreement.** The terms, covenants, agreements, conditions, representations and warranties contained in this Agreement shall insure to the benefit of the permitted successors and assigns of the respective parties hereto.

9.3 **Illegality.** If any term or provision of this Agreement or the application thereof to any person, entity or circumstance, to any extent, shall be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to person, entities or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

9.4 **Choice of Law.** This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of Indiana.

9.5 **Construction.** The headings of the various Sections of this Agreement are inserted solely for purposes of convenience and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement.

9.6 **Ambiguities.** Each party acknowledges that it and its counsel have reviewed this Agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved or construed against the drafting party shall not be employed in the interpretation of this Agreement.

9.7 **Expenses.** In the event of any controversy, claim or dispute between Buyer and Seller arising out of or related to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, legal assistant fees, costs and expenses, except as otherwise released under Sections 6.1 and 6.2.

9.8 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.

9.9 **Rider (s).** If this Agreement is supplemented by any Riders attached hereto, the terms, covenants, conditions, and agreement set forth in any such Rider(s) shall constitute a part of this Agreement as if more fully set forth herein. In the event of any irreconcilable inconsistencies between the terms of this Agreement and any such Rider(s), the terms of such Rider(s) shall be deemed to govern.

9.10 **Expenses; Brokerage.** Except as otherwise specifically provided in this Agreement, Seller and Buyer shall each bear its own expense incurred in connection herewith, and neither shall be liable to other for any of such expenses, whether or not the transaction contemplated hereby is consummated. Each of the parties covenants that it has not employed or used any broker, finder or agent in connection herewith or with the transaction contemplated hereby pursuant to any agreement under which the other may be or become liable to such broker, finder or agent for any fee or commission, except The Steffen Group Inc. which is to be paid at Closing from the Purchase Price.

9.11 **Assignment.** Buyer shall not have the right to assign this Agreement without Seller's express written consent which may be withheld in Seller's sole and absolute discretion.

9.12 **No Waiver.** No failure on the part of either party at any time to require performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.

9.13 **Expiration of Time Periods.** If any date specified herein is, or any period specified herein expires on, a Saturday, Sunday or holiday, then such date or the expiration date of such period, as the case may be, shall be extended to the next succeeding business day.

9.14 **No Partnership.** Nothing contained herein shall be deemed or construed to constitute Buyer as a partner, joint venture, co-principal or associate of Seller, or of any person claiming by, through or under Seller, in the conduct of their respective businesses.

9.15 **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of delivery if delivered in person or the following day after being sent by overnight delivery by a nationally recognized overnight delivery service such as UPS or Federal Express, addressed as follows:

At the address set forth below:

To Buyer:

To Seller:

With a copy to:

The Steffen Group Inc.  
Mr. Brandon Steffen, President  
803 S. Calhoun St.  
Ste 600  
Fort Wayne, Indiana 46802

Or to such other address as shall be furnished in writing by either party to the other.

9.16 **Acceptance.** This Agreement when signed by Buyer shall be deemed an irrevocable offer and shall remain in effect until 11:59 pm, March 20, 2025. If not accepted within that time by Seller, it shall become null and void.

9.17 **Authority.** If Buyer is a business entity, Buyer shall provide to Seller within three (3) business days of the Effective Date Buyer’s organizational documents and resolutions (or other valid proof) confirming the authority and capacity of any individual executing this Agreement to legally bind such entity.

IN WITNESS WHEREOF, Seller and buyer have executed this Agreement as of the day and year first above written.

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Unconditional Acceptance by Seller:

X \_\_\_\_\_ Date: \_\_\_\_\_  
The Estate of Carolyn J. Graham  
By: Michael D. Graham  
Its: Personal Representative

X \_\_\_\_\_ Date: \_\_\_\_\_  
The Estate of Carolyn J. Graham  
By: Patrick W. Graham  
Its: Personal Representative



# **AERIAL TRACT MAP**

---

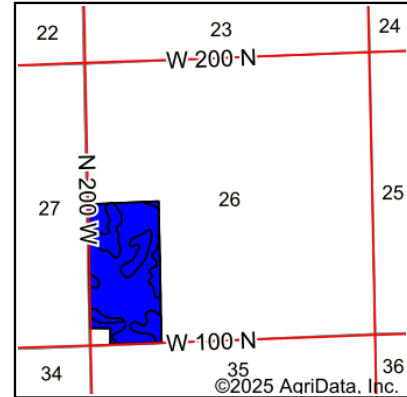
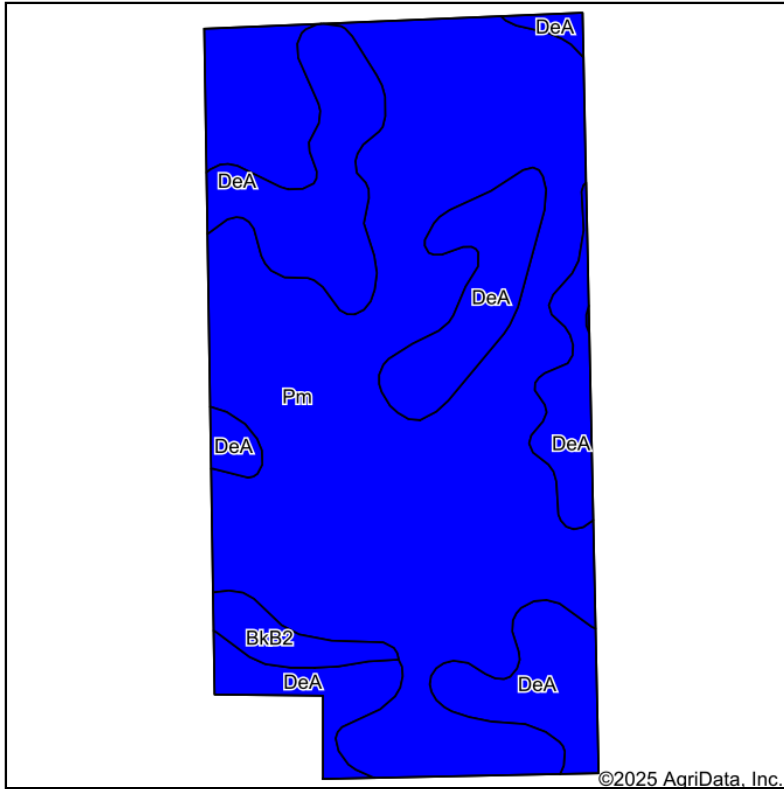




# SOIL MAP

---

Soils Map



State: **Indiana**  
 County: **Wells**  
 Location: **26-27N-11E**  
 Township: **Rockcreek**  
 Acres: **77.33**  
 Date: **2/20/2025**

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



Soils data provided by USDA and NRCS.

Area Symbol: IN179, Soil Area Version: 28

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Corn Bu	Grass legume hay Tons	Grass legume pasture AUM	Pasture AUM	Soybeans Bu	Winter wheat Bu	*n NCCPI Soybeans
Pm	Pewamo silty clay loam, 0 to 1 percent slopes	53.21	68.8%		llw	157	5	11		47	64	66
DeA	Del Rey-Blount silt loams, 0 to 1 percent slopes	22.32	28.9%		llw	126	5		8	41	57	57
BkB2	Blount-Del Rey silt loams, 1 to 4 percent slopes, eroded	1.80	2.3%		lle	122	5		8	40	55	38
<b>Weighted Average</b>					<b>2.00</b>	<b>147.2</b>	<b>5</b>	<b>7.6</b>	<b>2.5</b>	<b>45.1</b>	<b>61.8</b>	<b>*n 62.8</b>

\*n: The aggregation method is "Weighted Average using all components"

\*c: Using Capabilities Class Dominant Condition Aggregation Method



# **CROP HISTORY**

---



4 Year Crop History

Owner/Operator:

Date: 2/20/2025

Address:

Farm Name:

Address:

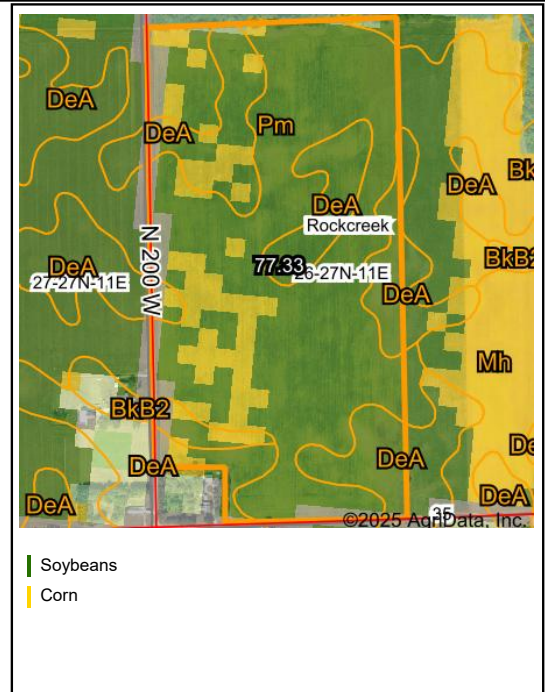
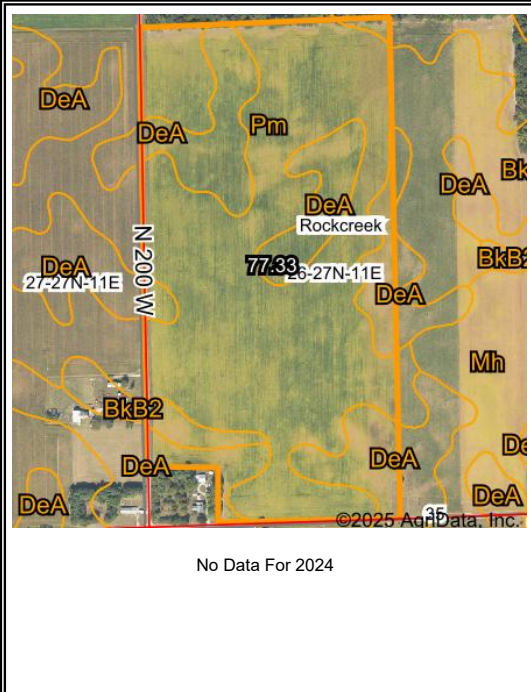
Field ID:

Phone:

Acct. #:

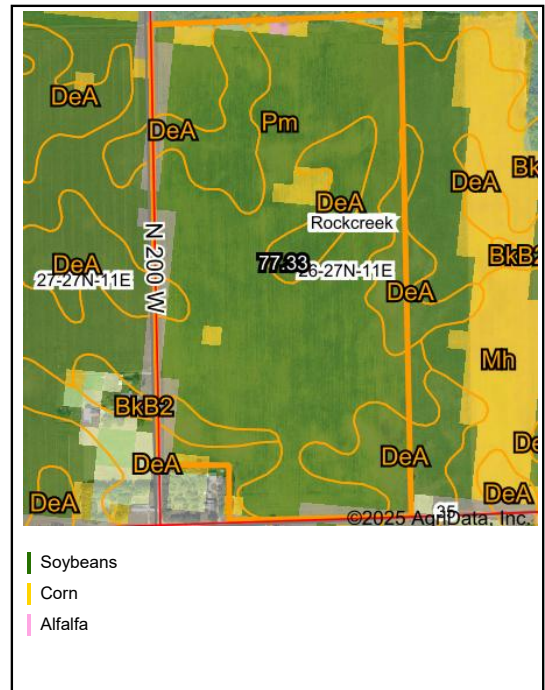
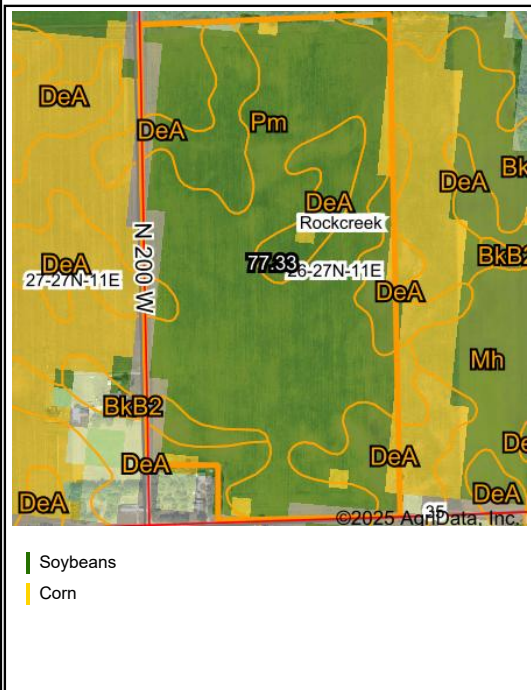
Crop Year:

Crop Year:



Crop Year:

Crop Year:



Boundary Center: 40° 45' 37.36, -85° 15' 30.77

State: IN

County: Wells

Legal: 26-27N-11E

Twnshp: Rockcreek

Crop data provided by USDA National Agricultural Statistics Service Cropland Data Layer



Maps Provided By:





**FSA / CRP INFORMATION**

---

INDIANA  
WELLS



United States Department of Agriculture  
Farm Service Agency

FARM : 4704

Prepared : 2/10/25 2:12 PM CST

Form: FSA-156EZ

Crop Year : 2025

See Page 2 for non-discriminatory Statements

Abbreviated 156 Farm Record

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

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
78.82	75.99	75.99	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	75.99	0.00		0.00	0.00	0.00	0.00	

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	SOYBN	CORN

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	24.99	0.00	138	
Soybeans	50.68	0.00	46	
<b>TOTAL</b>	<b>75.67</b>	<b>0.00</b>		

NOTES

Tract Number : 1275  
 Description : F6/1A SW1/4 SEC26 T27N-R11E Rockcreek Twp  
 FSA Physical Location : INDIANAWELLS  
 ANSI Physical Location : INDIANAWELLS  
 BIA Unit Range Number :  
 HEL Status : NHEL: No agricultural commodity planted on undetermined fields  
 Wetland Status : Tract does not contain a wetland  
 WL Violations : None  
 Owners : CAROLYN J GRAHAM  
 Other Producers : None  
 Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
78.82	75.99	75.99	0.00	0.00	0.00	0.00	0.0

INDIANA  
WELLS  
Form: FSA-156EZ



United States Department of Agriculture  
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 4704  
Prepared : 2/10/25 2:12 PM CST  
Crop Year : 2025

Tract 1275 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	75.99	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	24.99	0.00	138
Soybeans	50.68	0.00	46

**TOTAL** **75.67** **0.00**

NOTES

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.

**USDA Farm 4704 Tract 1275**

2025 Certification map prepared on: 1/6/2025

CRP **TRS: 27N11E26**  
 CLU **Wells**



Administered by: Wells County, Indiana

OP: GRAHAM, PATRICK W

78.82 Tract acres

OW: GRAHAM, CAROLYN J

75.99 Cropland acres

0 CRP acres

**Wetland Determination Identifiers:**

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

Source: Primarily USDA NAIP 2024 imagery; IDHS or Dynamap roads; FSA data 2025-01-06 07:52:53

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

CLU	Acres	HEL	LC	Contract	Prac	Yr	C	I
1	75.99	N	2					Y
Crop:								
Date:								
Shares:								



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



**TITLE INFORMATION**

---



**First American**

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

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

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

Issuing Agent: Metropolitan Title of Indiana, LLC

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

Issuing Office File Number: 4035-261735

Property Address: 90-04-26-300-002.000-016, Wells County, IN

Revision Number:



**SCHEDULE A**

1. Commitment Date: January 31, 2025 at 8:00 a.m.
2. Policy to be issued:
  - a. ALTA® Standard Owner's Policy  
Proposed Insured: To Be Determined  
Proposed Amount of Insurance: \$500.00  
The estate or interest to be insured: See Item 3 below
  - b. ALTA® Standard Loan Policy  
Proposed Insured: TBD - Lender and each successor and/or assign that is defined as an Insured in the Conditions.  
Proposed Amount of Insurance: \$500.00  
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:  
  
Fee Simple
4. The Title is, at the Commitment Date, vested in:  
  
Devisees under the Last Will and Testament of Carolyn J. Graham, deceased
5. The Land is described as follows:  
  
Situated in the County of Wells, State of Indiana, is described as follows:

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

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Form 50115218 (8-11-22)

Page 1 of 11

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

The west half of the Southwest Quarter of Section 26, Township 27 North, Range 11, East, containing 80 acres, more or less, but subject to all legal highways.

EXCEPT THEREFROM: Part of the west half of the Southwest Quarter of Section 26, Township 27 North, Range 11 East, bounded and described as follows: Beginning at the southwest corner of said section, thence northerly 310 feet on the section line to a P.K. nail, thence easterly deflecting right 88 degrees 58 minutes 25 feet to a standard corner marker, thence easterly 350 feet on an extension of the line last above described and referred to as a standard corner marker, thence southerly deflecting right 91 degrees 02 minutes 290 feet to a standard corner marker, thence southerly 20 feet on an extension of the line last above described and referred to as a P.K. nail and washer on the south line of said section, thence westerly deflecting right 88 degrees 58 minutes 375 feet on the south line of said section to the place of beginning, containing 2.67 acres, more or less. Containing after said exception 77.33 acres, more or less.

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

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.  
Reprinted under license from the American Land Title Association.

Form 50115218 (8-11-22)

Page 2 of 11





**First American**

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

### **SCHEDULE B, PART I—Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Note: Effective July 1, 2009, HEA 1374 (enacting Indiana Code 27-7-3.7) requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of \$10,000 or more must be in the forms of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000 may be in the form irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent, or check drawn on the trust account of a licensed real estate broker or other forms of Good Funds as referenced in Indiana Code 27-7-3.7. Personal checks may be accepted as provided under Indiana Code 27-7-3.7.
6. Indiana state law, effective July 1, 2023, prohibits ownership of real property by certain foreign parties. This law can be found at Indiana Code § 1-1-16. Any loss or damage incurred as a result of a violation of this law is excluded from coverage under the terms of a title insurance policy.  
  
If a prohibited foreign entity or person is a party to this transaction, the Company must be notified in writing. The Company will not knowingly close or insure a transaction that violates the referenced state law.
7. You must file a Disclosure of Sales Information forms prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5. The disclosure form must be filed with the county auditor's office prior to recording.
8. You should contact the local municipality to obtain information regarding unpaid sewer and/or municipal assessments that are not a recorded lien against the land. We are not responsible for collecting at closing such unpaid assessments unless otherwise instructed.
9. This commitment is not effective until you provide us with the name of the Proposed Insured(s) and the Policy amount(s). We limit our liability to \$250.00 until you provide us with the Policy Amount(s).
10. Vendor's and/or Mortgagor's Affidavits to be executed at the closing.

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

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Form 50115218 (8-11-22)

Page 3 of 11

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

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

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

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Form 50115218 (8-11-22)

Page 4 of 11



**First American**

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

### SCHEDULE B, PART II—Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping in improvements.
3. Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an accurate survey of the Land or by making inquiry of persons in possession of the Land.
4. Easements, liens or encumbrances or claims thereof, which are not shown by the Public Records.
5. Any lien, or right to a lien for services, labor or material imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.

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

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.  
Reprinted under license from the American Land Title Association.

Form 50115218 (8-11-22)

Page 5 of 11



**First American**

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

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

Parcel No.: 90-04-26-300-002.000-016  
 May Installment of \$926.32 shows paid  
 November Installment of \$926.32 shows paid

Tax Year:	Current Year 2023 due 2024
Land:	\$149,100.00
Improvements:	\$0
Homeowners 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 2024/2025 due in May and November, 2025/2026.

- 8. Halls Creek Drainage/Ditch Assessment: Parcel No.: 90-04-26-300-002.000-016 For the year: 2024; May installment of \$15.00 shows paid; November installment of \$15.00 shows paid.
- 9. Grahams Drainage/Ditch Assessment: Parcel No.: 90-04-26-300-002.000-016 For the year: 2024; May installment of \$48.33 shows paid; November installment of \$48.33 shows paid.
- 10. It appears that James R. Graham who acquired title to said premises with Carolyn J. Graham by a deed dated May 09, 1996 and recorded May 09, 1996 in the Office of the Recorder of the County, as Instrument No. Deed Record 131, page 667 is deceased. We require that satisfactory evidence of the date of his death and that said James R. Graham and Carolyn J. Graham remained husband and wife continuously from the date they acquired title to said premises until the date of the death of said James R. Graham be recorded in the Office of the Recorder of the County.

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

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.  
 Reprinted under license from the American Land Title Association.



**First American**

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

11. We are advised that Carolyn J. Graham, fee simple owner of insured real estate is deceased. An unsupervised estate has been opened in Wells County in Circuit Court under Cause No. 90C01-2410-EU-000039.

We require that the granting clause of the deed to the grantee include substantially the following language: Michael D. Graham and Patrick W. Graham are the co-personal representatives of the Estate of Carolyn J. Graham, deceased. This Estate is pending as Cause Number 90C01-2410-EU-000039, in the Wells Circuit Court of the County. The Co-Personal Representatives, by virtue of the power given a personal representative under Indiana law, for good and sufficient consideration, convey to purchaser(s) the real estate described in Schedule A hereof.

We reserve the right to add such further exceptions as may be appropriate if the deed will not be executed by Michael D. Graham and Patrick W. Graham, as Co-Personal Representatives. The attorney for the estate is Matthew Patrick Hayes/119 E Oak Forrest DR Bluffton, IN 46714. The date of death was September 27, 2024.

12. The Company requires proof be provided that Medicaid (FSSA) was noticed that Carolyn J. Graham is deceased. If FSSA was not noticed, the Company requires that decedent be searched for Medicaid liens or claim. The Company reserves the right to make further requirements and/or exceptions based upon examination of the search results.
13. Option to purchase subject land in favor of Patrick W. Graham upon terms and conditions disclosed in the Last Will and Testament of Carolyn J. Graham as filed in Cause Number 90C01-2410-EU-000039.
14. Rights of tenants, if any, under any unrecorded leases including to crops.
15. Rights of way for drainage tiles, ditches, feeders, laterals, and legal drains and ditches, if any.
16. 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.
17. Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.

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

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.  
Reprinted under license from the American Land Title Association.

Form 50115218 (8-11-22)

Page 7 of 11



**First American**

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

**ALTA COMMITMENT FOR TITLE INSURANCE  
Issued by  
Metropolitan Title of Indiana, LLC  
as issuing Agent for  
First American Title Insurance Company**

**NOTICE**

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

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


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

**COMMITMENT TO ISSUE POLICY**

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

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

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

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

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.  
Reprinted under license from the American Land Title Association.



**First American**

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

### COMMITMENT CONDITIONS

#### 1. DEFINITIONS

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

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I—Requirements;
  - f. Schedule B, Part II—Exceptions; and

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

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.

Reprinted under license from the American Land Title Association.

Form 50115218 (8-11-22)

Page 9 of 11



**First American**

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

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

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

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.  
Reprinted under license from the American Land Title Association.

Form 50115218 (8-11-22)

Page 10 of 11





**First American**

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

- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**  
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**  
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**  
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**  
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
- 11. ARBITRATION**  
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Form 50115218 (8-11-22)

Page 11 of 11



**ASSESSOR'S CARD**

---

90-04-26-300-002.000-016

General Information

Parcel Number  
90-04-26-300-002.000-016  
Local Parcel Number  
0080539600

Tax ID:

Routing Number  
M15 R13  
Property Class 100  
Vacant Land

Year: 2024

Location Information

County  
Wells  
Township  
ROCKCREEK TOWNSHIP  
District 016 (Local 016 )  
ROCKCREEK TOWNSHIP  
School Corp 8435  
NORTHERN WELLS COMMUNITY  
Neighborhood 800916-016  
ROCK CREEK TOWNSHIP PAVED

Section/Plat  
026.000  
Location Address (1)  
100 N  
BLUFFTON, In 46714

Zoning

Subdivision

Lot

Market Model  
N/A

Characteristics

- Topography  Flood Hazard
- Level
- Public Utilities  ERA
- Electricity
- Streets or Roads  TIF
- Paved
- Neighborhood Life Cycle Stage
- Other

Printed Thursday, April 18, 2024  
Review Group 2019

GRAHAM, JAMES R/CAROLYN J 100 N

Ownership

GRAHAM, JAMES R/CAROLYN J  
1979 W 100 N  
BLUFFTON, IN 46714

Date 05/09/1996  
Owner GRAHAM, JAMES R  
01/01/1900 GRAHAM, JAMES R

Transfer of Ownership

Doc ID Code Book/Page Adj Sale Price V/I  
0 W/D 131/667  
W/D / /

100, Vacant Land

ROCK CREEK TOWNSHIP

Notes

1/2

Legal  
26-27-11 77.330A W SW



Agricultural

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

Assessment Year	Reason For Change	As Of Date	Valuation Method	Equalization Factor	Notice Required	Land Res (1)	Land Non Res (2)	Land Non Res (3)	Improvement	Imp Res (1)	Imp Non Res (2)	Imp Non Res (3)	Total	Total Res (1)	Total Non Res (2)	Total Non Res (3)
2024	WIP	02/14/2024	Indiana Cost Mod	1.0000	<input type="checkbox"/>	\$178,900	\$0	\$0	\$0	\$0	\$0	\$0	\$178,900	\$0	\$178,900	\$0
2024	AA	03/30/2024	Indiana Cost Mod	1.0000	<input type="checkbox"/>	\$149,100	\$0	\$0	\$0	\$0	\$0	\$0	\$149,100	\$0	\$149,100	\$0
2023	AA	03/15/2023	Indiana Cost Mod	1.0000	<input type="checkbox"/>	\$117,700	\$0	\$0	\$0	\$0	\$0	\$0	\$117,700	\$0	\$117,700	\$0
2022	AA	04/07/2022	Indiana Cost Mod	1.0000	<input type="checkbox"/>	\$101,300	\$0	\$0	\$0	\$0	\$0	\$0	\$101,300	\$0	\$101,300	\$0
2021	AA	03/02/2021	Indiana Cost Mod	1.0000	<input type="checkbox"/>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2020	AA	03/06/2020	Indiana Cost Mod	1.0000	<input type="checkbox"/>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Land Data (Standard Depth: Res 120' - Cl 120' Base Lot: Res 0' X 0', Cl 0' X 0')

Pricing Soil Type	Act	Size	Factor	Rate	Adj. Rate	Ext. Value	Inf. %	Market Factor	Cap 1	Cap 2	Cap 3	Value
4 A	BKB2	0	1.65	0.89	\$2,280	\$3,348	0%	1.0000	0.00	100.00	0.00	\$3,350
4 A	DEA	0	20.72	0.89	\$2,280	\$42,041	0%	1.0000	0.00	100.00	0.00	\$42,040
4 A	PM	0	52.59	1.11	\$2,280	\$133,105	0%	1.0000	0.00	100.00	0.00	\$133,110
5 A	DEA	0	.49	0.89	\$2,280	\$994	-60%	1.0000	0.00	100.00	0.00	\$400
82 A	BKB2	0	1.88	0.89	\$2,280	\$3,815	-100%	1.0000	0.00	100.00	0.00	\$0

Land Computations

Calculated Acreage 77.33  
Actual Frontage 0  
Developer Discount

Parcel/Acreage 77.33  
81 Legal Drain NV 0.00  
82 Public Roads NV 1.88  
83 UT Towers NV 0.00  
9 Homestead 0.00  
91/92 Acres 0.00  
Total Acres Farmland 75.45  
Farmland Value \$178,900  
Measured Acreage 75.45  
Avg Farmland Value/Acre 2371  
Value of Farmland \$178,890  
Classified Total \$0  
Farm / Classified Value \$178,900  
Homestead(s) Value \$0  
91/92 Value \$0  
Supp. Page Land Value \$0  
CAP 1 Value \$178,900  
CAP 2 Value \$0  
CAP 3 Value \$0  
Total Value \$178,900

Data Source External Only

Collector 09/25/2019

Nexus

Appraiser



# PROPERTY SURVEY

---

**COMING  
SOON**

Put the power of our team to work for you.

Visit [STEFFENGRP.COM/SERVICES](https://STEFFENGRP.COM/SERVICES) for more information.



803 S. Calhoun St. STE 600, Fort Wayne, IN 46802  
260.426.0633 | [STEFFENGRP.com](https://STEFFENGRP.com)

AU19600168 | AC30500053