


SOUTHERN ALLEN COUNTY LAND
AUCTION

80± ACRES SELLING IN 3 TRACTS

INFORMATIONAL BOOKLET

- 
- **PRODUCTIVE ALLEN COUNTY FARMLAND**
 - **WOODED ACREAGE / HUNTING GROUND**
 - **TRACTS RANGING FROM 22.0± ACRES TO 32.3± ACRES**
 - **EXCELLENT COUNTRY HOMESITES & MINI FARMS**

TUESDAY, JUNE 2ND • SALE BEGINNING AT 6:00 PM
ROANOKE BAPTIST CHURCH • 11015 Lafayette Center Rd, Roanoke, IN

SELLER: Wallis Hayes
SALE MANAGERS: Brandon Steffen & Larry Martin

STEFFEN GROUP
260.426.0633 • STEFFENGRP.COM

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TERMS & CONDITIONS

PROCEDURE: The property will sell in 3 individual tracts, combination of tracts or the entire property.

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. This real estate is being sold subject to confirmation of the seller. 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 Warranty deed conveying title to the buyer.

POSSESSION: Possession will be given to the buyer after the harvest of the 2020 crops. Buyer shall be given 100% of the cash rent made for 2020 / contact sale manager for cash rent amount.

TAXES: The Buyer shall pay ALL 2020 due and payable 2021 real estate taxes and assessments; and all subsequent real estate taxes and assessments thereafter.

SURVEY: A staked out survey of the property shall be provided with the cost of the survey split 50:50 between the Buyer and the Seller. Final bids will be adjusted to reflect the results of said survey. 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. Combination purchases will only receive a perimeter survey. Only the boundary corners of the respective tract sold shall be marked. Successful bidders will then pay a revised purchase price calculated by multiplying the actual surveyed acreage by the actual purchase price per acre indicated in the offer to purchase. All auction tracts are approximate and have been estimated based on aerial photographs or current legal descriptions.

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

Auction Tracts _____

REAL ESTATE PURCHASE AGREEMENTDATED: June 2, 2020 (“**Effective Date**”)

THIS REAL ESTATE AUCTION PURCHASE AGREEMENT (“**Agreement**”) is made and entered into as of the Effective Date by and between Wallis J. Hayes (“**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 purchase price shall be _____ .

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 (See attached exhibit (“A”) The tract(s) of land identified at the auction conducted on this date in Roanoke, Indiana by The Steffen Group Real Estate Inc. (the “**Auction**”) as Auction Tract(s) _____ containing an estimated _____ gross acres located in Allen County, Indiana, as depicted on **Exhibit A** attached hereto and incorporated herein, 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**”).

1.2 **Tract Division**. The acceptance of this agreement by the Seller is subject to final approval of the Allen County Area Plan Commission’s final approval of the tract divisions.

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 (as hereinabove defined) (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 Warranty 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**”) on or before the later of thirty (30) days from the Effective Date, or twenty (20) days after the completion of any Survey required pursuant to Section 4.3.

4. **CLOSING.**

4.1 **Closing Date**. The closing of the transaction contemplated by this Agreement (the “**Closing**”) shall take place at such location as Seller shall determine, 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 in order 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 Sales Real Estate Disclosure Form as required by Ind. Code 32-21-5-1; and (f) an Owner's Commitment of Title Insurance from Title Company (the "**Title Policy**") free of any liens related to Seller's mortgage or for delinquent taxes (collectively, the "**Closing Documents**").

4.3 **Survey.** The Seller will provide the Buyer a new boundary survey of the property. The cost of the survey shall be split (50:50) between the Buyer and the Seller. Only the boundary corners of the respective tract sold shall be marked.

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 any Survey fees; 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 any Survey fees and any fees for endorsements to the Title Policy requested by Buyer.

4.5 **Possession.** Possession will be given to the Buyer subject to tenant farmer rights and after the harvest of the 2020 crops. The cash rent paid by tenant farmer for the lease of the subject property shall 100% be paid and to and retained by the Buyer.

4.6 **Taxes and Assessments.** The Buyer shall pay ALL 2020 due and payable 2021 real estate taxes and assessments along with all subsequent taxes 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 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 relation 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 matters set forth in Section 6.1 and 4.6 (Real Estate Taxes and Assessment-proration for new tax parcels), 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-venturer 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 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 Ten Thousand Dollars(\$10,000.00) . Buyer and Seller acknowledge that actual damages would be difficult to calculate and that the foregoing is 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 (5%) of the total purchase price.

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 ten (10) day period in writing. Upon termination of this agreement, liquidated damages from Buyer to Seller shall be the greater of the earnest money deposit or \$5,000, and Buyer shall be responsible to the auctioneer/real estate agent (Steffen Group Inc.) for any and all commission and out-of-pocket expenses. The Seller shall be entitled to all equitable or legal remedies.

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 inure 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 help 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: Wallis J. Hayes

With a copy to:
Mr. Brandon Steffen
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 11:59pm, June 2, 2020. 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: _____

Buyer: _____

Pursuant to section 9.15 all notices shall be sent to buyer at:

Address:

Seller: _____

Wallis J. Hayes, Seller



TRACT MAP

Aerial Map



Map Center: 40° 59' 20.54, -85° 15' 1.62



40-99-99
Allen County
Indiana

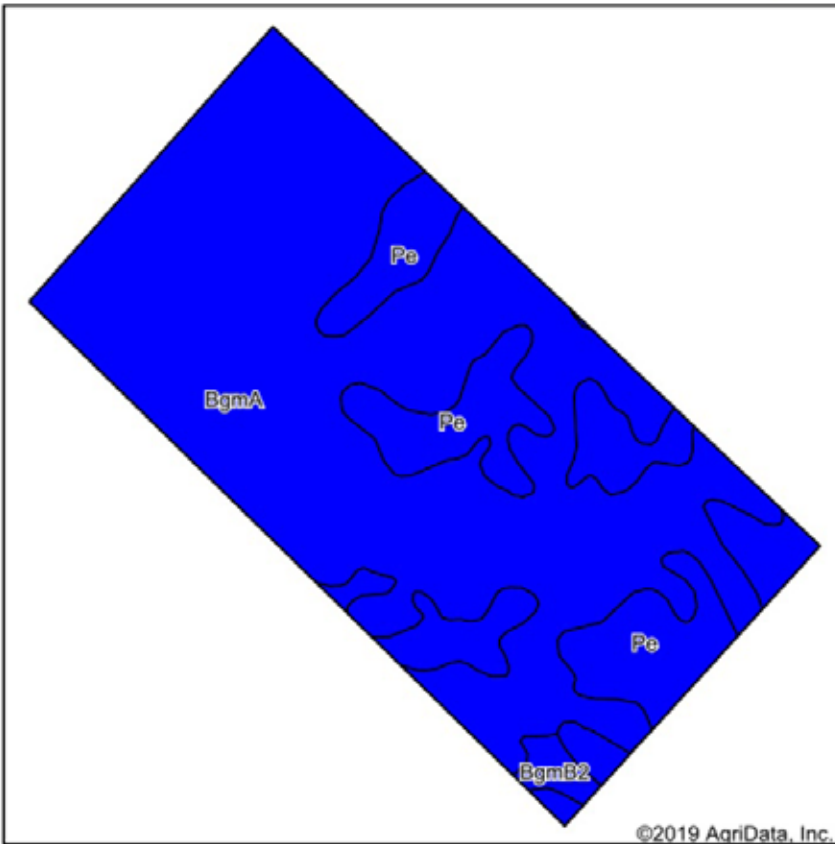


4/15/2020

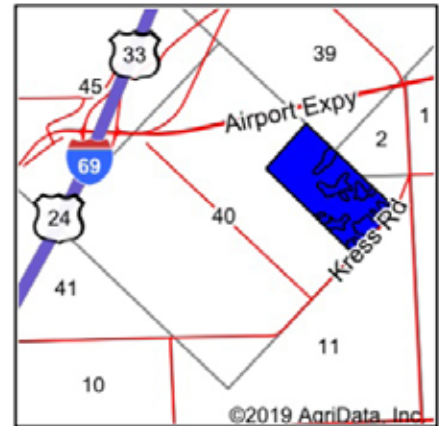


SOIL MAP

Soils Map



Soils data provided by USDA and NRCS.



State: **Indiana**
 County: **Allen**
 Location: **40-99-99**
 Township: **Lafayette**
 Acres: **80**
 Date: **4/15/2020**



Area Symbol: IN003, Soil Area Version: 19

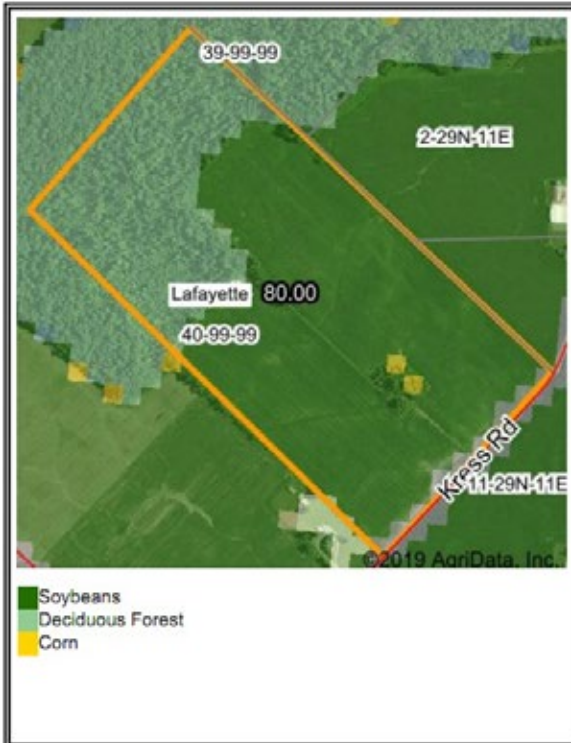
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Corn	Grass legume hay	Grass legume pasture	Soybeans	Winter wheat	*n NCCPI Soybeans
BgmA	Blount silt loam, ground moraine, 0 to 2 percent slopes	60.32	75.4%		llw	141	5	9	45	63	51
Pe	Pewamo silty clay loam, 0 to 1 percent slopes	18.73	23.4%		llw	157	5	11	47	64	67
BgmB2	Blount silt loam, ground moraine, 1 to 4 percent slopes, eroded	0.95	1.2%		lle	137	5	9	44	61	25
Weighted Average						144.7	5	9.5	45.5	63.2	*n 54.4

*n: The aggregation method is "Weighted Average using major components"
 *c: Using Capabilities Class Dominant Condition Aggregation Method
 Soils data provided by USDA and NRCS.

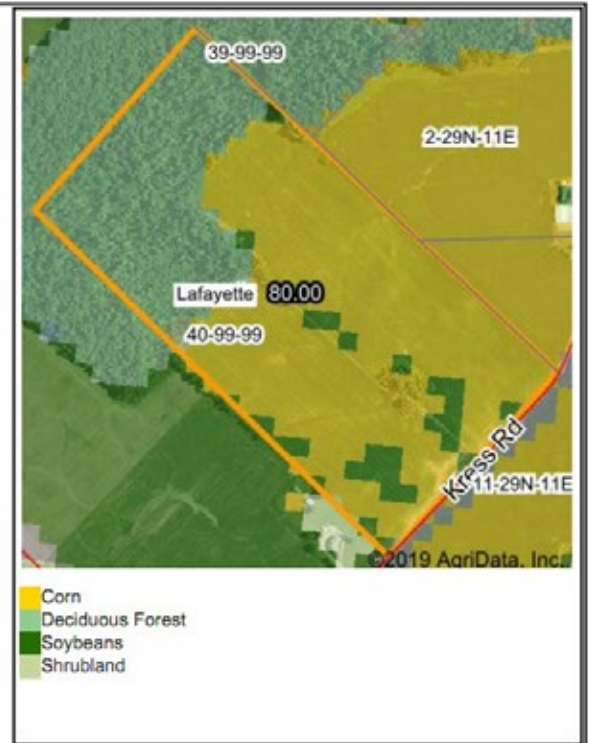


CROP HISTORY

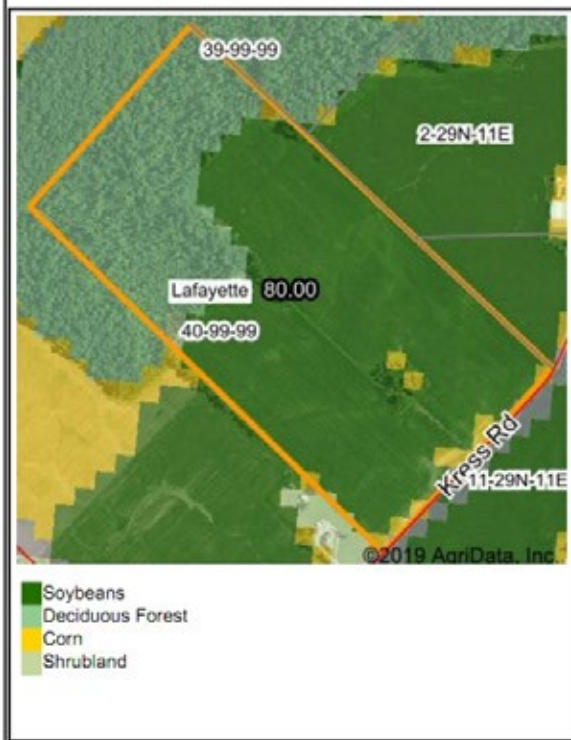
Crop Year:



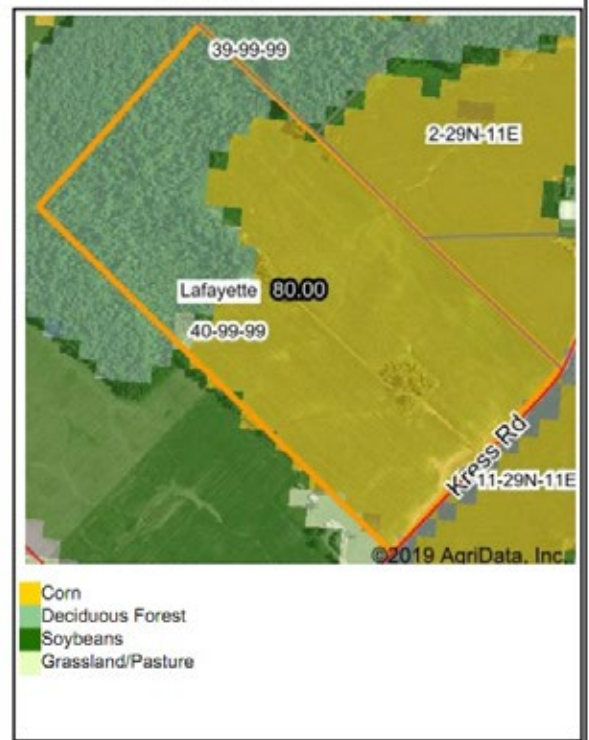
Crop Year:



Crop Year:



Crop Year:



Map Center: 40° 59' 31.23, -85° 15' 7.68

State: IN

County: Allen

Legal: 40-99-99

Township: Lafayette



Maps Provided By:



© AgriData, Inc. 2019

www.AgriDataInc.com

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



FSA / CRP INFORMATION

FARM: 10604

Indiana

U.S. Department of Agriculture

Prepared: 4/20/20 12:14 PM

Allen

Farm Service Agency

Crop Year: 2020

Report ID: FSA-156EZ

Abbreviated 156 Farm Record

Page: 2 of 2

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
SOYBEANS	29.2	38	0.0
Total Base Acres:	46.2		

Owners: HAYES, WALLIS J

Other Producers: None

Tract Number: 14445 Description B11\2A LAFAYETTE TWP SEC 10 NORTH OF WINTERS RD

FSA Physical Location : Allen, IN

ANSI Physical Location: Allen, IN

BIA Range Unit Number:

HEL Status: HEL: conservation system is being actively applied

Wetland Status: Wetland determinations not complete

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
57.58	45.51	45.51	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP		
0.0	0.0	45.51	0.0	0.0		

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	1.4	55	0.0
CORN	9.6	118	0.0
SOYBEANS	31.9	38	0.0
Total Base Acres:	42.9		

Owners: HAYES, WALLIS J

Other Producers: None

USDA Farm 10604 Tract 12392
 Administered by: Allen County, Indiana

Map prepared on: 4/18/2019
 79.99 Tract acres
 53.34 Cropland acres
 0 CRP acres

Source: Primarily USDA NAIP 2018 imagery; IDHS or Dynamap roads; FSA data 2019-04-18 16:25:49

Wetland Determination Identifiers:

- Restricted Use **TRS:**
- ▽ Limited Restrictions **Allen Co., IN**
- Exempt from Conservation Compliance Provisions


CLU	Acres	HEL	LC	Contract	Prac	Yr	C	I
1	23.03	N	2					Y
2	30.31	N	2					Y



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-025 and attached maps) for exact boundaries and determinations or contact NRCS.



TITLE INFORMATION

 <p>First American</p> <p>Schedule A</p>	<p>ALTA Commitment for Title Insurance</p> <p>Issued by Metropolitan Title of Indiana, LLC as Issuing Agent for First American Title Insurance Company</p> <p>File No: 4035-156621</p>
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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.: 4035-156621

Issuing Office File No.: 4035-156621

Property Address: Kress Road, Roanoke, IN 46783

Revision:

Printed Date: 04/20/2020

SCHEDULE A

1. Commitment Date: April 09, 2020 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: To Be Determined
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:

Wallis J. Hayes

5. The Land is described as follows:

See Schedule C attached hereto and made a part hereof


METROPOLITAN TITLE

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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Form 50004718 (8-23-18)	Page 4 of 10	ALTA Commitment for Title Insurance (8-1-16) Indiana
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 <p>First American</p> <p>Schedule BI & BII</p>	<p>ALTA Commitment for Title Insurance</p> <p>Issued by Metropolitan Title of Indiana, LLC as Issuing Agent for First American Title Insurance Company</p> <p>File No: 4035-156621</p>
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Commitment No.: 4035-156621

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. 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: 4035-156621

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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 <p>First American Schedule BI & BII (Cont.)</p>	<p>ALTA Commitment for Title Insurance</p> <p>Issued by Metropolitan Title of Indiana, LLC as Issuing Agent for First American Title Insurance Company</p> <p>File No: 4035-156621</p>
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Commitment No.: 4035-156621

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 2019 are due in two installments payable May 10, 2020 and November 10, 2020:

Parcel No.: 02-16-11-200-001.000-048

May Installment of \$820.67 shows unpaid

November Installment of \$820.67 shows unpaid

Tax Year: Current Year 2019 due 2020

Land:	\$99,300.00
Improvements:	\$0.00
Homeowners Exemption:	\$0.00
Mortgage Exemption:	\$0.00
Supplemental Homestead:	\$0.00
Other Exemption:	\$0.00

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

Taxes for the year 2020 due in May and November, 2021.

8. Annual assessment for the maintenance of 1612700 - Fogwell Drain, shows none due at this time.
Note: Subsequent assessments as required.
9. Annual assessment for the maintenance of 1707500 - Nine Mile Drain, shows none due at this time.
Note: Subsequent assessments as required.
10. Execution of Affidavit of Understanding and Indemnity and Hold Harmless Agreement Due to the COVID-19 Emergency by the Parties to the Contemplated Transaction.
11. Exception is made to potential Barrett Law Assessments not yet confirmed as of the date of this search. The Barrett Law Office should be contacted for further information at (260) 427-1105.
12. Terms, conditions and provisions of a Written Commitment dated March 7, 2014, recorded March 7, 2014, in Document No. 2014010846.
13. Rights of way for drainage tiles, ditches, feeders, laterals, and legal drains and ditches, if any.
14. Rights of the public, the State of Indiana and the municipality in and to that part of the land, if any, taken or used for road purposes, including utility right of way.
15. 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.

NOTE: The application for title insurance discloses that the property to be conveyed or mortgaged may be only a portion of the property described in this commitment. An accurate legal description of the property to be conveyed or mortgaged must be provided to Metropolitan Title of Indiana, LLC. This commitment is subject to such further revisions or requirements as may be deemed necessary.

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16. Metropolitan Title of Indiana, LLC requires that all property that is being split comply with regulations and associated costs as set out by the County. These forms and costs, along with surveys, will involve both buyer and seller. IT SHALL BE THE RESPONSIBILITY OF THE SELLER AND BUYER TO ACQUIRE THE PROPER FORMS, GET THEM COMPLETED AND ALONG WITH THE REQUIRED PAYMENT, TAKE THEM TO THE APPROPRIATE COUNTY OFFICIALS. Metropolitan Title of Indiana, LLC will not be responsible for completion of these forms. Metropolitan Title of Indiana, LLC will not close nor issue its policies until we are supplied fully completed and approved forms by the County Officials.
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.

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: Wallis J. Hayes, surviving spouse of Ralph E. Hayes
 Grantee: Wallis J. Hayes
 Date of Recording: April 13, 2010
 Recorded: Document No. 2010015915


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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 <p>First American</p> <p>Schedule C</p>	<p>ALTA Commitment for Title Insurance</p> <p>Issued by Metropolitan Title of Indiana, LLC as issuing Agent for First American Title Insurance Company</p> <p>File No: 4035-156621</p>
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Commitment No.: 4035-156621

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

The East One-Half (1/2) of the Southeast Quarter, containing Eighty (80) acres of land, more or less, of one Section of land granted to Francis LaFontaine in the Ten Mile Reserve, in Township 29 North, Range 11 East, in Allen County, Indiana, and being designated as survey Number 40, containing 640 acres of land according to the map of Indian Grant certified by the Surveyor General of the United States on September 1, 1840, which real estate is also known and described as:

Part of a Section of Land granted to Francis LaFontaine, in the Ten Mile Reserve in Township 29 North, Range 11 East, in Allen County, Indiana, more particularly described as follows:


Commencing at a point in the centerline of Kress Road 1320 feet North 45 degrees East of the intersection of the centerline of Kress Road with the centerline of the Ernst Road; thence North 45 degrees West parallel and 1320 feet distant with and from the centerline of said Ernst Road a distance of 2644 feet to a point; thence North 45 degrees East parallel with the centerline of Kress Road a distance of 1315.0 feet to a point; thence South 45 degrees 15 minutes East a distance of 2644 feet to a point in the center of the right-of-way of said Kress Road; thence South 45 degrees West in and along the centerline of Kress Road a distance of 1326.0 feet to the place of beginning containing 80.15 acres of land, more or less.

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Form 50004718 (8-23-18)	Page 10 of 10	ALTA Commitment for Title Insurance (8-1-16) Indiana
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 <p>First American</p> <p>Commitment</p>	<p>ALTA Commitment for Title Insurance</p> <p>Issued by Metropolitan Title of Indiana, LLC as Issuing Agent for First American Title Insurance Company</p> <p>File No: 4035-156621</p>
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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

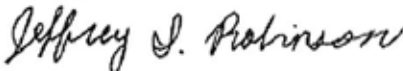
Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment 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 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



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

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

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Form 50004718 (8-23-18)	Page 1 of 10	ALTA Commitment for Title Insurance (8-1-16) Indiana
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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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TAX INFORMATION

COUNTY: 2 - Allen

SPRING INSTALLMENT REMITTANCE COUPON

PARCEL NUMBER 02-16-11-200-001.000-048	DUPLICATE NUMBER 1956126	TAX YEAR 2019 Payable 2020	Late Payment Penalty: 5% penalty after May 11, 2020, if there is no delinquent amount; 10% penalty for previous delinquency or if payment is made after June 10, 2020.
TAXING UNIT NAME Lafayette	PROPERTY DESCRIPTION Se 80a Laf Res Sec 11		



TOTAL AMOUNT DUE by May 11, 2020	\$820.67
---	-----------------

Hayes Wallis
9905 Kress Rd
Roanoke IN 46783-9635

Remit Payment and Make Check Payable to:
Allen County Treasurer
PO Box 2540
Fort Wayne IN 46801-2540

0001956126 000000082067

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COUNTY: 2 - Allen

FALL INSTALLMENT REMITTANCE COUPON

PARCEL NUMBER 02-16-11-200-001.000-048	DUPLICATE NUMBER 1956126	TAX YEAR 2019 Payable 2020	Late Payment Penalty: 5% penalty after November 10, 2020, if there is no delinquent amount; 10% penalty for previous delinquency or if payment is made after December 10, 2020.
TAXING UNIT NAME Lafayette	PROPERTY DESCRIPTION Se 80a Laf Res Sec 11		



TOTAL AMOUNT DUE by November 10, 2020	\$820.67
--	-----------------

Hayes Wallis
9905 Kress Rd
Roanoke IN 46783-9635

Remit Payment and Make Check Payable to:
Allen County Treasurer
PO Box 2540
Fort Wayne IN 46801-2540

0001956126 000000082067

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COUNTY: 2 - Allen

TAXPAYER'S COPY - KEEP FOR YOUR RECORDS

PARCEL NUMBER 02-16-11-200-001.000-048	DUPLICATE NUMBER 1956126	TAX YEAR 2019 Payable 2020	DUE DATES
TAXING UNIT NAME Lafayette	PROPERTY DESCRIPTION Se 80a Laf Res Sec 11		SPRING - May 11, 2020 FALL - November 10, 2020

PROPERTY ADDRESS Kress Rd	
PROPERTY TYPE Real	TOWNSHIP Lafayette
ACRES 80.0000	BILL CODE
Total AV Rate 6.0574	LIT 1% Rate 7.0107

Hayes Wallis
9905 Kress Rd
Roanoke IN 46783-9635

DATE OF STATEMENT: 04/21/2020

TOTAL CHARGES	SPRING TOTAL	FALL TOTAL
Tax	\$820.67	\$820.67
Other Assessment (OA)	\$0.00	\$0.00
Delinquent Tax	\$0.00	\$0.00
Delinquent Penalty	\$0.00	\$0.00
Delinquent OA Tax	\$0.00	\$0.00
Delinquent OA Penalty	\$0.00	\$0.00
Fees	\$0.00	\$0.00
Tax Adjustments	\$0.00	\$0.00
OA Adjustments	\$0.00	\$0.00
Payment Made	\$0.00	\$0.00
Total Amount Due	\$820.67	\$820.67

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SPECIAL MESSAGE TO PROPERTY OWNER

Property taxes are constitutionally capped at 1% of property values for homesteads (owner-occupied), 2% for other residential property and farmland, and 3% for all other property. Please note that local government unit annual budget notices are now available online at www.budgetnotices.in.gov. Additional information for how to read your current tax bill can be located online at www.in.gov/dlgf/8527.htm.

TAXPAYER AND PROPERTY INFORMATION

Taxpayer Name Hayes Wallis 9905 Kress Rd Roanoke IN 46783-9635	Address Kress Rd Fort Wayne IN 46809	Date of Notice April 21, 2020	Parcel Number 02-16-11-200-001.000-048	Taxing District 048 Lafayette
Legal Description Se 80a Laf Res Sec 11	Billed Mortgage Company	Duplicate Number 1956126	Tax ID Number 02-16-11-200-001.000-048	Property Type Real



Spring installment due on or before May 11, 2020 and Fall installment due on or before November 10, 2020.

TABLE 1: SUMMARY OF YOUR TAXES

ASSESSED VALUE AND TAX SUMMARY	2018 Pay 2019	2019 Pay 2020
1a. Gross assessed value of homestead property	\$0	\$0
1b. Gross assessed value of other residential property and farmland	\$102,500	\$99,300
1c. Gross assessed value of all other property, including personal property	\$0	\$0
2. Equals total gross assessed value of property	\$102,500	\$99,300
2a. Minus deductions (see Table 5 below)	\$0	\$0
3. Equals subtotal of net assessed value of property	\$102,500	\$99,300
3a. Multiplied by your local tax rate	1.7348	1.7527
4. Equals gross tax liability (see Table 3 below)	\$1,778.17	\$1,740.43
4a. Minus local property tax credits	(\$96.25)	(\$99.09)
4b. Minus savings due to property tax cap (see Table 2 and footnotes below)	\$0.00	\$0.00
4c. Minus savings due to over 65 circuit breaker credit	\$0.00	\$0.00
5. Total property tax liability (see remittance coupon for total amount due)	\$1,681.92	\$1,641.34

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

TABLE 2: PROPERTY TAX CAP INFORMATION

Property tax cap (1%, 2%, or 3%, depending upon combination of property types) ¹	\$2,050.00	\$1,986.00
Upward adjustment due to voter-approved projects and charges (e.g., referendum) ²	\$112.24	\$104.66
Maximum tax that may be imposed under cap	\$2,162.24	\$2,090.66

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

TAXING AUTHORITY	TAX RATE 2019	TAX RATE 2020	TAX AMOUNT 2019	TAX AMOUNT 2020	TAX DIFFERENCE 2019-2020	PERCENT DIFFERENCE
AIRPORT	0.0407	0.0421	\$41.72	\$41.81	\$0.09	0.22%
COUNTY	0.5087	0.4958	\$521.42	\$492.33	(\$29.09)	(5.58%)
LIBRARY	0.1914	0.1796	\$196.18	\$178.34	(\$17.84)	(9.09%)
SCHOOL	0.8214	0.8638	\$841.94	\$857.75	\$15.81	1.88%
SW FIRE DIST	0.1661	0.1714	\$170.25	\$170.20	(\$0.05)	(0.03%)
TOWNSHIP	0.0065	0.0000	\$6.66	\$0.00	(\$6.66)	(100.00%)
TOTAL	1.7348	1.7527	\$1,778.17	\$1,740.43	(\$37.74)	(2.12%)

TABLE 4: OTHER CHARGES / ADJUSTMENTS TO THIS PROPERTY

LEVYING AUTHORITY	2019	2020	% Change
1606660 - Little River Drain	\$0.00	\$0.00	0.0%
TOTAL ADJUSTMENTS	\$0.00	\$0.00	0.0%

TABLE 5: DEDUCTIONS APPLICABLE TO THIS PROPERTY³

TYPE OF DEDUCTION	2019	2020
TOTAL DEDUCTIONS	\$0	\$0

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

2. Changes not subject to the property tax caps include property tax levies approved by voters through a referendum. When added to the base property tax cap amount for your property, this creates the effective tax cap. For more information, see the back of this document. Information regarding the referendums proposed during the most recent elections can be located online at www.in.gov/dlgf/8789.htm.

Ag/Rural Res Homesites 01 1/2

100, Vacant Land

9905 KRESS RD

Ownership

General Information

Notes

Transfer of Ownership

Owner

Date 04/12/2010
Doc ID 2010015915
Code AS
Book/Page /82637
Adj Sale Price \$0
VI \$0

Date 01/01/1900
Owner HAYES WALLIS J
Doc ID 2010015915
Code AS
Book/Page /82637
Adj Sale Price \$0
VI \$0

HAYES WALLIS J
 9905 KRESS ROAD
 ROANOKE, IN 46783

Parcel Number 02-16-11-200-001.000-048
Local Parcel Number 17-0011-0002

Legal

SE 80A LAF RES SEC 11

Routing Number

Property Class 100
 Vacant Land

Year: 2019

Assessment Year

Reason For Change

Location Information

County

As Of Date

Valuation Method

Township

Equalization Factor

Notice Required

Land

District 048 (Local 017)

Land Res (1)

Land Non Res (2)

Land Non Res (3)

School Corp 0125

Improvement

Imp Res (1)

Imp Non Res (2)

M.S.D. SOUTHWEST ALLEN COU

Imp Non Res (3)

Total

Total Res (1)

Neighborhood 481005-048

Total Non Res (2)

Total Non Res (3)

Section/Plat

Location Address (1)

0112911

9905 KRESS RD

0112911

Ag/Rural Res Homesites 01-048

0112911

9905 KRESS RD

0112911

ROANOKE, IN 46809

Zoning

Subdivision

Lot

Market Model

N/A

Land Pricing Soil

Act Front.

Characteristics

Topography

Public Utilities

Streets or Roads

Neighborhood Life Cycle Stage

Rolling

Electricity

Unpaved

Other

ERA

TIF

Printed

Monday, March 18, 2019

Review Group

Data Source

N/A

2019

Collector

Appraiser



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

2019	2019	2018	2017	2016	2015
WIP	AA	AA	AA	AA	AA
02/13/2019	03/15/2019	03/20/2018	03/18/2017	04/30/2016	05/20/2015
Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
\$99,300	\$99,300	\$102,500	\$117,800	\$124,700	\$130,500
\$0	\$0	\$0	\$0	\$0	\$0
\$99,300	\$99,300	\$102,500	\$117,800	\$124,700	\$130,500
\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0
\$99,300	\$99,300	\$102,500	\$117,800	\$124,700	\$130,500
\$0	\$0	\$0	\$0	\$0	\$0
\$99,300	\$99,300	\$102,500	\$117,800	\$124,700	\$130,500
\$0	\$0	\$0	\$0	\$0	\$0

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

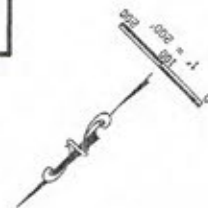
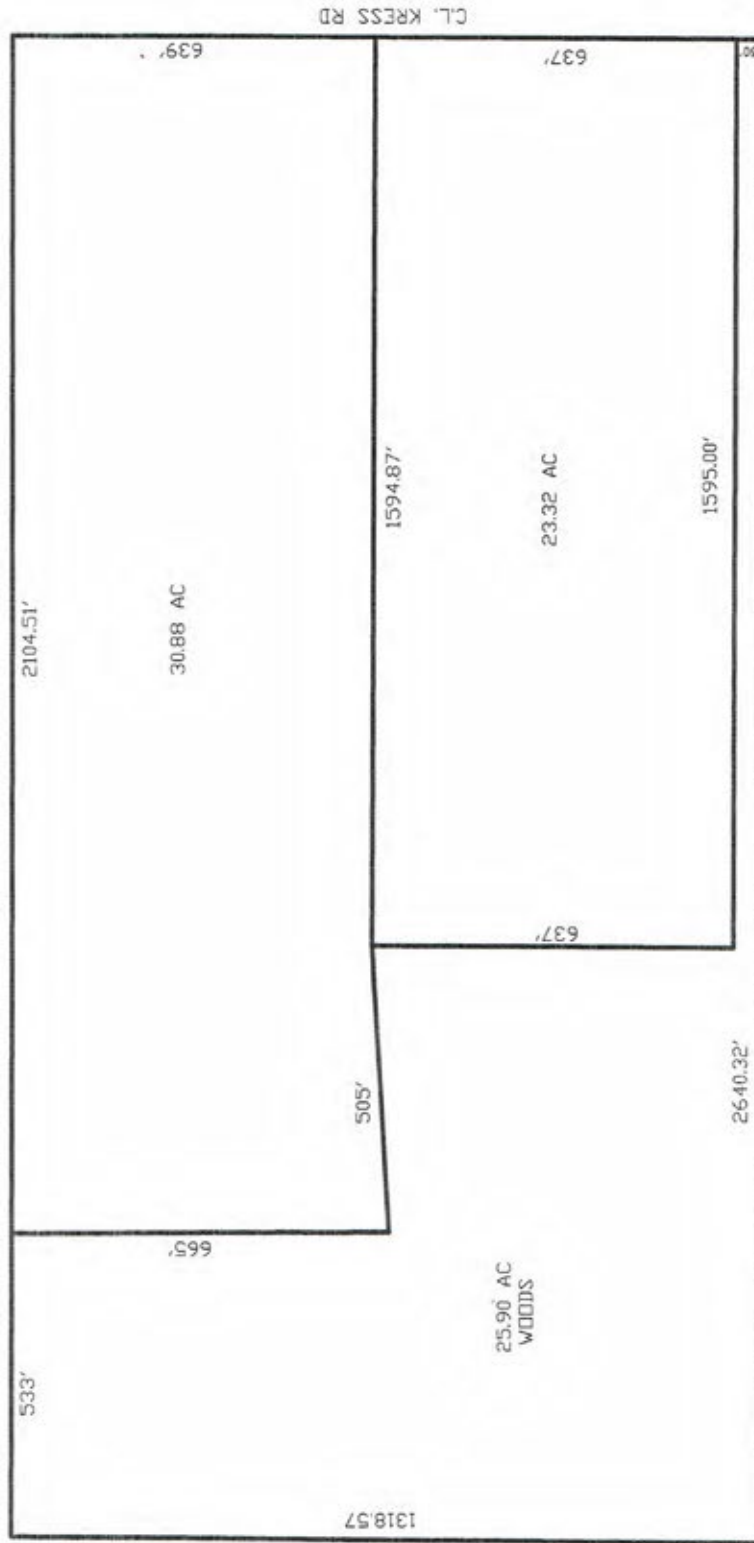
Land Type	Pricing Method ID	Soil	Act Front.	Size Factor	Rate	Adj. Rate	Ext. Value	Infli. %	Res Market Elig %	Factor	Value
4	A	BMA	0	44.4000	\$1,560	\$1,388	\$61,627	0%	0%	1.0000	\$61,630
4	A	BMB2	0	1.1000	\$1,560	\$1,326	\$1,459	0%	0%	1.0000	\$1,460
4	A	PE	0	18.5000	\$1,560	\$1,732	\$32,042	0%	0%	1.0000	\$32,040
6	A	BMA	0	15.0000	\$1,560	\$1,388	\$20,820	-80%	0%	1.0000	\$4,160
82	A	R0B2	0	1.0000	\$1,560	\$1,560	\$1,560	-100%	0%	1.0000	\$0

Market Model	Farmland Value	Measured Acreage	Avg Farmland Value/Acre	Value of Farmland	Classified Total	Farm / Classified Value	Homesite(s) Value	91/92 Value	Supp. Page Land Value	CAP 1 Value	CAP 2 Value	CAP 3 Value	Total Value
N/A	\$99,290	79.00	1257	\$99,300	\$0	\$99,300	\$0	\$0	\$0	\$0	\$99,300	\$0	\$99,300

Land Computations	Calculated Acreage	Actual Frontage	Developer Discount	Parcel Acreage	81 Legal Drain NV	82 Public Roads NV	83 UT Towers NV	9 Homesite	91/92 Acres	Total Acres Farmland	Farmland Value	Measured Acreage	Avg Farmland Value/Acre	Value of Farmland	Classified Total	Farm / Classified Value	Homesite(s) Value	91/92 Value	Supp. Page Land Value	CAP 1 Value	CAP 2 Value	CAP 3 Value	Total Value	
80.00	0	0	<input type="checkbox"/>	80.00	0.00	1.00	0.00	0.00	0.00	79.00	\$99,290	79.00	1257	\$99,300	\$0	\$99,300	\$0	\$0	\$0	\$0	\$99,300	\$0	\$0	\$99,300



PROPERTY SURVEY



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