

Evansville Indiana Public Real Estate Auction

187+/- Contiguous Acres Offered in

8 Tracts & Combinations Located in German Twp., Vanderburgh Co, IN

Live Auction Date: Wednesday June 4th at 6:00pm

Live Auction Location: **VANDERBURGH CO 4-H CENTER; 201 E. Boonville-New Harmony Rd.**

From Hwy 41 N, go West on Boonville New Harmony Rd and turn left into the 4-H Center;
then follow signs to the Banquet Center.

Property Location: Property fronts on **Marx Rd & N Posey Co Line Rd** in **Evansville, IN.**

From the N University Parkway, go West on Marx Rd to property on your right; Watch for signs.



Sohn & Associates is very pleased to offer this amazing opportunity! If you are a Farmer, Investor, Developer, Outdoor Enthusiast, or just someone looking for the perfect place to build your Dream Home, you must investigate this fantastic opportunity!

PUBLIC SHOWING: An auction representative will be onsite Thursday May 22nd from 12-2pm or Call 812-467-0227 to schedule an appointment.

SOHN
& ASSOCIATES, LTD

- **Productive Tillable Farmland (153.58 Cropland Acres Per FSA)!**
- **Some Heavily Wooded Acreage!** - **Abundant Road Frontage!**
- **Beautiful Potential Building Sites - Many Perfect for Walk-Out Basement**
- **1.8+/- Acre Lake!** - **No Buyer's Premium & 60 Days to Close!**
- **Convenient Location Only Seconds from the University of Southern Indiana & Posey County!**

Online & Absentee Bidding: If you cannot attend the live auction, please call 812-467-0227

to arrange a live phone bid or absentee bid. You may also pre-bid online at www.SohnAndAssociates.HiBid.com.

Please note that online bidding will only be for individual tracts or the entirety. Call or visit the bidding site for complete details.

Dear Prospective Bidder,

On behalf of the Meyer Family, and everyone at Sohn & Associates, we would like to thank you for your interest in this outstanding auction opportunity!

Included in this packet is information that you will find helpful in preparing to bid. If you have any additional questions, please feel free to call or visit us at the scheduled showing date below.

An auction representative will be at **Tract 3 of the property site **THURSDAY MAY 22nd from 12 NOON to 2:00 PM** or Call 812-467-0227 to schedule an appointment.**

Thank you again for your interest and good luck on auction day!

Neither the seller nor the Auction Company shall have any liability for the accuracy or any errors or omissions contained in this packet or any other handouts. All announcements made at the time of the auction will take precedence over any previous written or verbal statements.

MEYER **AUCTION PLAT**

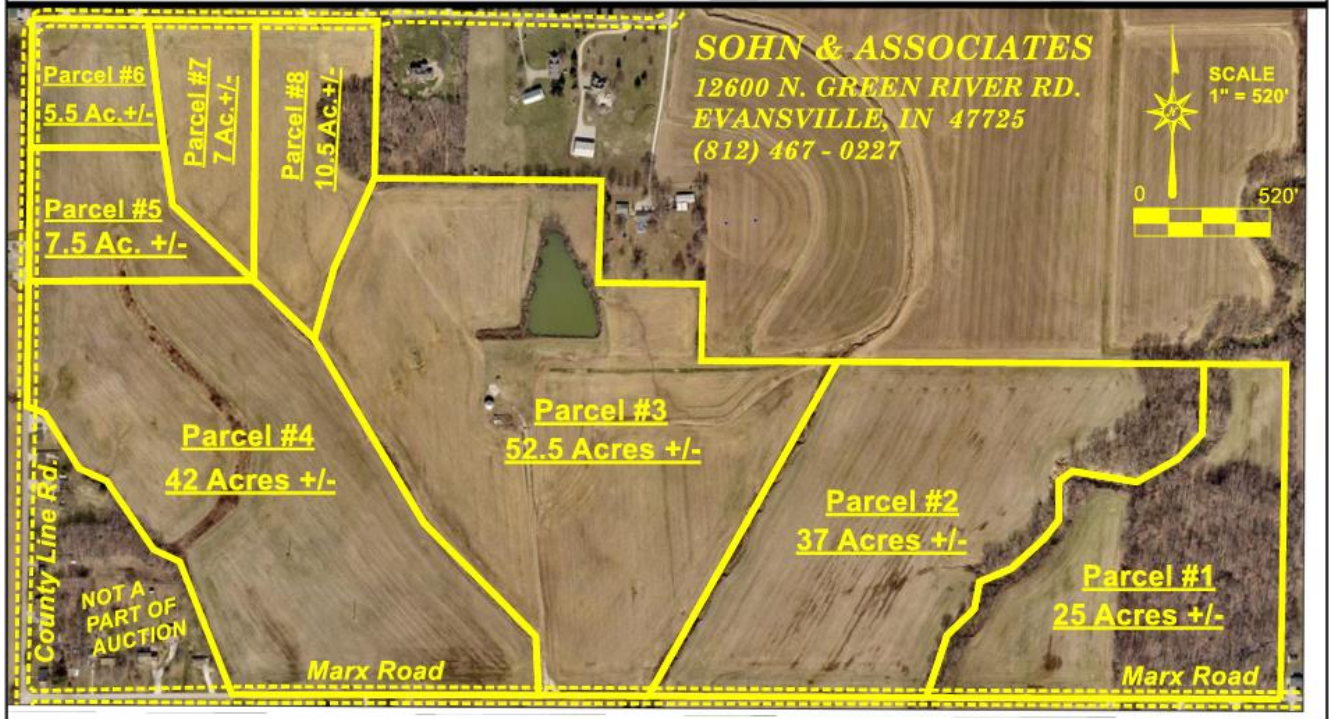
Part of the Northwest Quarter of Fractional Section (7), Township (6) South, Range (11) West, in German Township, Vanderburgh County, Indiana.

GENERAL NOTES:

- 1) This drawing does not indicate a boundary survey. Information shown is based on aerial photography and record documents. The final dimensions & acreage are subject to the results of a field survey.
- 2) The proposed division of land is subject to the approval by the Vanderburgh Co. Area Plan Commission.
- 3) This drawing is created March 6, 2025
- 4) Aerial Photography is dated 2020



Address: 1263 E. 900 S.
Fort Branch, IN 47648
Phone Number: (812) 753-1233
Website: www.kisselsurveying.com



EVANSVILLE INDIANA PUBLIC REAL ESTATE AUCTION

187+/- CONTIGUOUS ACRES OFFERED in 8 TRACTS & COMBINATIONS – LOCATED in GERMAN TWP, VANDERBURGH CO, IN

Buy from 5.5 Acres up to the entirety!

Live Auction Date: WEDNESDAY JUNE 4th at 6:00 PM

**Live Auction Location: VANDERBURGH CO 4-H CENTER;
201 E. Boonville-New Harmony Road. From Hwy 41 N, go
West on Boonville New Harmony Rd and turn left into the
4-H Center; then follow signs to the Banquet Center**

**Auctioneers Note: Sohn & Associates is very pleased to
offer this amazing opportunity! If you are a *Farmer*,
Investor, *Developer*, *Outdoor Enthusiast*, or just someone
looking for the perfect place to build your *Dream Home*,
you must investigate this fantastic opportunity!**

**Property Location: Property fronts on Marx Rd & N Posey
Co Line Rd in Evansville, IN. From the N University
Parkway, go West on Marx Rd to property on your right;
Watch for signs.**

- ***Productive Tillable Farmland (153.58 Cropland Acres Per FSA)!***
- ***Some Heavily Wooded Acreage!***
- ***Abundant Road Frontage!***
- ***Beautiful Potential Building Sites – Many Perfect for Walk-Out Basements!***
- ***1.8+/- Lake!***
- ***Convenient Location Only Seconds from the University of Southern Indiana & Posey County!***
- ***No Buyer's Premium & 60 Days to Close!***

Parcel #1: Consists of 25+/- acres fronting along Marx Rd. Approximately 12.3 acres are wooded with a nice stand of mature trees great for hunting or recreation. Per the USDA there are 9.54 acres tillable consisting of productive Wilbur & Stendal Silt Loams. This entire tract is in the flood plain.

Parcel #2: Consists of 37+/- acres fronting on Marx Rd. Per the USDA, this level parcel has 31.5 acres tillable. Soil consists of quality Bonnie & Stendal Silt Loams. Nearly all this tract is in the flood plain.

Parcel #3: Is an incredible 52.5+/- acres again fronting on Marx Rd. Per the USDA, it offers approximately 42.51 tillable acres consisting mainly of Stendal, Hosmer & Wilbur Silt Loams. This parcel is improved with a 1.8+/- acre lake and a grain bin. The rolling topography and amazing views provide numerous potential building sites!

Parcel #4: Offers 42+/- acres fronting on both Marx Rd and N Posey County Line Rd. This beautiful tract is nearly all tillable with Hosmer, Stendal, Wilbur & Bartle Silt Loams.

Parcel #5: Is another gorgeous 7.5+/- acres fronting on N Posey County Line Rd. It is nearly all tillable and would make a fantastic potential home site.

Parcel #6: Consists of 5.5 acres with lots of frontage on N Posey County Line Rd. It is also nearly all tillable and a perfect potential building site.

Parcel #7: Offers another fabulous potential building site with 7+/- acres and amazing views. This tract is nearly all tillable.

Parcel #8: Contains a lovely 10.5+/- acres fronting on N Posey County Line Rd. It features amazing views of the country side and approximately 1.7 acres of woods.

Additional Notes:

This farm consists of Current Taxing Parcels 82-05-06-003-062.001-022 (172.11 Acres) (2023 Pay 2024 Annual Taxes: \$6,133.64) & 82-05-07-003-062.026-022 (14.51 Acres) (2023 Pay 2024 Annual Taxes: \$377.88).

Centerpoint Energy natural gas is available.

PUBLIC SHOWING: An auction representative will be onsite THURSDAY MAY 22nd from 12 NOON to 2:00 PM or Call 812-467-0227 to schedule an appointment.

Live Auction Procedure: The property will be offered using our *Select Tract Auction Method*. Each tract will be offered individually and in any combinations the bidders desire. All bidders will have the opportunity to bid on any individual tract or combination, including the entirety, at any time throughout the auction. The sale will conclude when all the competitive bidding has been exhausted.

Online & Absentee Bidding: *If you cannot attend the live auction,* please call 812-467-0227 to arrange a live phone bid or absentee bid.

You may also pre-bid online at www.SohnAndAssociates.HiBid.com. Please note that online bidding will only be for individual tracts or the entirety. Call or visit the bidding site for complete details.

Auction Terms & Conditions:

***No Buyer's Premium!* Whatever you bid is the final contract price, no buyer premium will be added.**

***Down Payment:* A 10% deposit will be required from all successful bidders at the conclusion of the auction. This may be in the form of a personal or business check.**

***Closing:* The balance of the purchase price will be due and payable at closing within 60 days after the auction date, or within 21 days after the completion of any necessary survey/subdivision work, whichever is later. A survey will be required only if you are purchasing a parcel of property for which no discrete legal description already exists. The survey in such instance shall be arranged for and paid for by seller.**

***Financing:* Your bidding is not conditional upon financing, so be sure you have arranged financing, if needed, & are capable of paying cash at closing.**

***Evidence Of Title:* Preliminary Title Commitments have already been completed and are available for review. The cost of the actual title insurance will be the responsibility of the purchaser(s).**

Taxes: The purchaser(s) will assume the taxes starting with the Spring 2026 installments.

Possession: Possession / farming rights will begin at the conclusion of the 2025 farming year. Seller to retain the 2025 crop proceeds.

Mineral Rights: All oil, gas and other minerals were conveyed via Mineral Deed dated July 22, 1938.

Approval Of Bid Prices: All successful bidders will be required to enter into purchase agreements immediately upon conclusion of the auction. The final auction bids are subject to the acceptance or rejection by the seller.

DISCLAIMER AND ABSENCE OF WARRANTIES: All information contained in this brochure and all related materials are subject to the terms and conditions outlined in the purchase agreement. The purchase agreement has been, or will be, made available at your request. Announcements made by the auctioneer during the time of the sale will take precedence over any previously printed material or any other oral statements made. The property is being sold on an "as-is, where-is" basis, and no warranty or representation, either express or implied, concerning the property is made by the seller or the auction company.

Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property including, but without limitations to fitness for a particular use, physical condition, any specific zoning classification, title, location of utilities or easements, assurance of building permits, driveway permits, or water and septic permits. In some instances, additional engineering may be required to be filed with the Area Plan Commission for getting final building site approval. All sketches and dimensions in this brochure and related materials are approximate. The information contained in this brochure is believed to be accurate but is subject to verification by all parties relying on it. No liability for its accuracy, errors or omissions is assumed by the seller or the auction company.

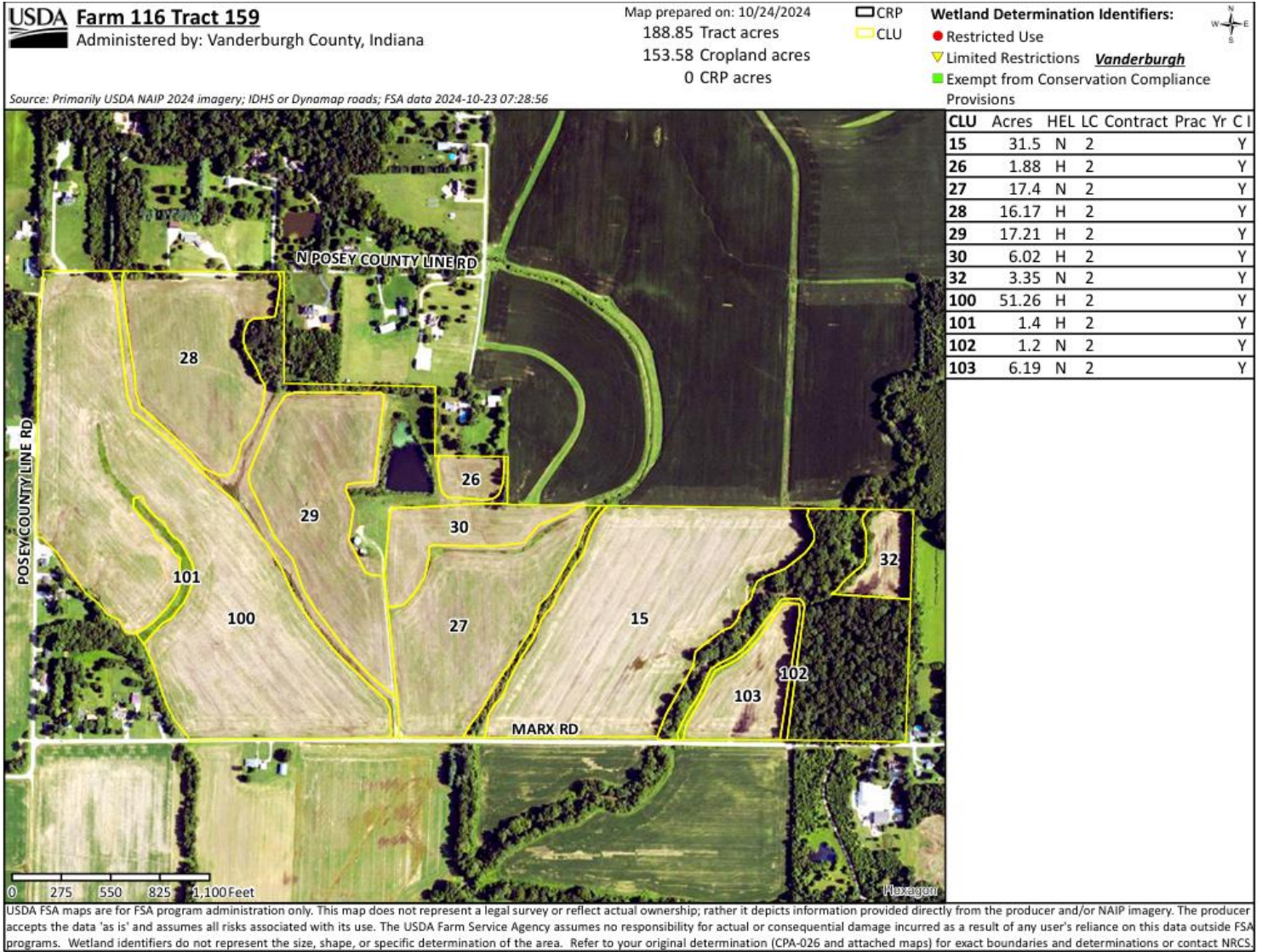
***Acreage & Tracts:* All acreages shown in the auction advertising materials are approximate and have been estimated based on existing legal descriptions and/or aerial photographs. If a survey is required to convey title and the actual difference between the advertised acreage and the surveyed acreage is greater than 3%, an adjustment will be made on the purchase price by applying the per acre purchase price as bid to the actual acres as surveyed.**

***Agency:* Sohn & Associates, Ltd. and its employees and representatives are agents of the seller.**

Sellers: Jeffrey & Cynthia Meyer

Auctioneer: Trent Sohn #AU19700067; AC#30000226

FSA Data



INDIANA
VANDERBURGH
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

FARM : 116
Prepared : 2/13/25 2:13 PM CST
Crop Year : 2025

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

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

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
188.85	153.58	153.58	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	153.58	50.50		0.00	0.00	0.00	0.00	

Crop Election Choice

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

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Com	103.37	0.00	132	
Soybeans	99.11	0.00	41	0
TOTAL	202.48	0.00		

NOTES

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Tract Number : 159
Description : A5/1B SEC7 NW1/2 T6S R11W
FSA Physical Location : INDIANA/VANDERBURGH
ANSI Physical Location : INDIANA/VANDERBURGH
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : JEFFREY LYNN MEYER, CYNTHIA L MEYER
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
188.85	153.58	153.58	0.00	0.00	0.00	0.00	0.0

INDIANA
VANDERBURGH
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

FARM : 116
Prepared : 2/13/25 2:13 PM CST
Crop Year : 2025

Abbreviated 156 Farm Record

Tract 159 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	153.58	50.50	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	103.37	0.00	132
Soybeans	99.11	0.00	41
TOTAL	202.48	0.00	

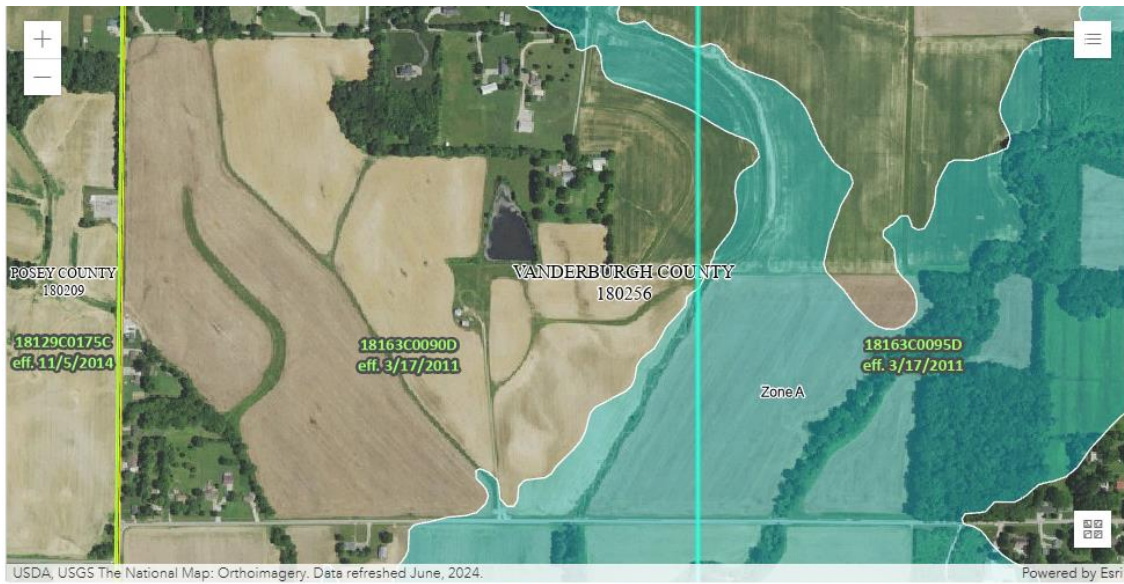
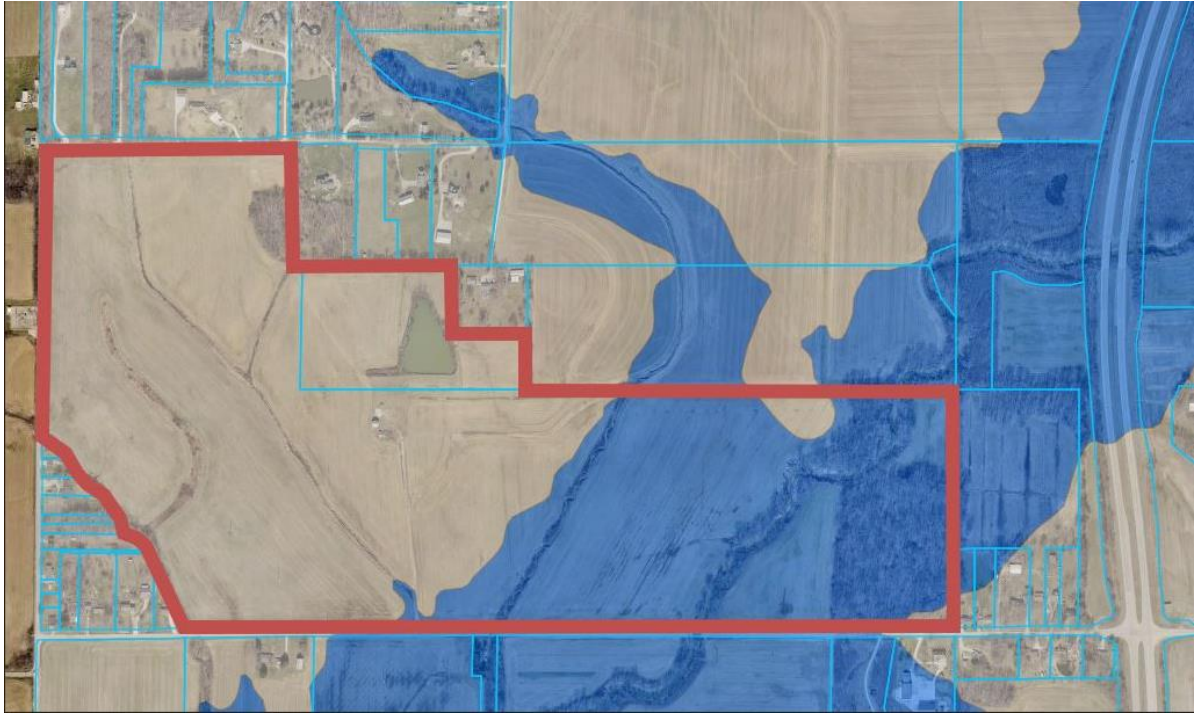
NOTES

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 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) 890-7442; or (3) e-mail: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

GIS & FEMA Flood Maps

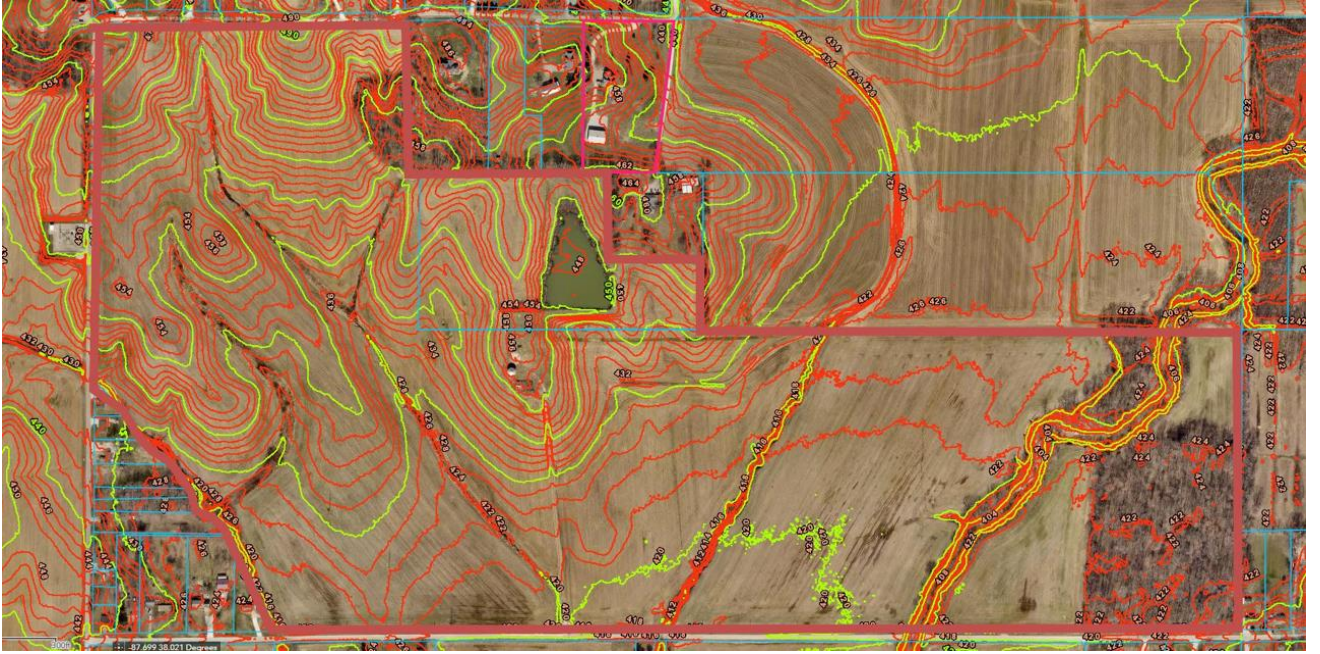


USDA, USGS The National Map: Orthoimagery. Data refreshed June, 2024.

Powered by Esri

<p>PIN</p> <ul style="list-style-type: none"> Approximate location based on user input and does not represent an authoritative property location <p>MAP PANELS</p> <ul style="list-style-type: none"> Selected FloodMap Boundary Digital Data Available No Digital Data Available Unmapped <p>OTHER AREAS</p> <ul style="list-style-type: none"> Area of Minimal Flood Hazard Zone X Effective LOMRs Area of Undetermined Flood Hazard Zone D Otherwise Protected Area Coastal Barrier Resource System Area 	<p>SPECIAL FLOOD HAZARD AREAS</p> <ul style="list-style-type: none"> Without Base Flood Elevation (BFE) Zone A, X, AH With BFE or Depth Regulatory Floodway Zone AE, AD, AH, VE, AR <p>OTHER AREAS OF FLOOD HAZARD</p> <ul style="list-style-type: none"> 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X Future Conditions 1% Annual Chance Flood Hazard Zone X Area with Reduced Flood Risk due to Levee. See Notes. Zone X Area with Flood Risk due to Levee Zone D 	<p>OTHER FEATURES</p> <ul style="list-style-type: none"> Cross Sections with 1% Annual Chance Water Surface Elevation Coastal Transect Base Flood Elevation Line (BFE) Limit of Study Jurisdiction Boundary Coastal Transect Baseline Profile Baseline Hydrographic Feature <p>GENERAL STRUCTURES</p> <ul style="list-style-type: none"> Channel, Culvert, or Storm Sewer Levee, Dike, or Floodwall
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Contour Map



Yields of Non-Irrigated Crops (Component): Corn (Bu)

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
HoB2	Hosmer silt loam, 2 to 5 percent slopes, eroded	115.70	0.0	0.0%
HoD3	Hosmer silt loam, 10 to 18 percent slopes, severely eroded	82.10	0.1	0.1%
Subtotals for Soil Survey Area			0.2	0.1%
Totals for Area of Interest			196.2	100.0%

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
Ba	Bartle silt loam	135.80	7.1	3.6%
Bo	Bonnie silt loam	135.00	10.2	5.2%
HoB2	Hosmer silt loam, 2 to 5 percent slopes, eroded	115.70	47.9	24.4%
HoC2	Hosmer silt loam, 5 to 10 percent slopes, eroded	109.45	4.5	2.3%
HoC3	Hosmer silt loam, 5 to 10 percent slopes, severely eroded	89.95	26.9	13.7%
HoD3	Hosmer silt loam, 10 to 18 percent slopes, severely eroded	82.10	9.2	4.7%
St	Stendal silt loam	125.30	38.5	19.7%
W	Water	0.00	1.8	0.9%
Wm	Wilbur silt loam	135.00	49.7	25.4%
ZaD3	Zanesville silt loam, till plain, 10 to 18 percent slopes, severely eroded	65.80	0.1	0.0%
Subtotals for Soil Survey Area			196.0	100.0%
Totals for Area of Interest			196.2	100.0%

Property Cards

82-05-06-003-062.001-022

MEYER, JEFFREY L & CYNTHIA

MARX RD

199, Other Agricultural Use

GERMAN 325100

1/4

General Information
Parcel Number
 82-05-06-003-062.001-022
Local Parcel Number
 03-070-03-062-001
Tax ID:

Ownership
 MEYER, JEFFREY L & CYNTHIA L H/
 2700 MEIER RD
 EVANSVILLE, IN 47720
Legal
 PT NW 7-6-11

Transfer of Ownership						
Date	Owner	Doc ID	Code	Book/Page	Adj Sale Price	V/I
06/24/2015	MEYER, JEFFREY L	#2972	WD	15/14377	\$1,700,000	I
01/27/1999	RYAN FAMILY LIMITE	0	WD	12/4050		I
08/02/1995	RYAN MABEL M	0	DE	9/6174		I
01/01/1900	RYAN MABEL M		WD	/		I

Notes

Routing Number

Property Class 199
 Other Agricultural Use

Year: 2024

Location Information
County
 Vanderburgh
Township
 GERMAN TOWNSHIP
District 022 (Local 003)
 GERMAN
School Corp 7995
 EVANSVILLE-VANDERBURGH
Neighborhood 325100-022
 GERMAN 325100
Section/Plat
 7
Location Address (1)
 MARX RD
 EVANSVILLE, IN 47720

Valuation Records (Work In Progress values are not certified values and are subject to change)						
Assessment Year	2024	2024	2023	2022	2021	2020
Reason For Change	AA	AA	AA	AA	AA	AA
As Of Date	04/12/2024	04/14/2023	04/14/2022	04/09/2021	05/01/2020	
Valuation Method	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
Equalization Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Notice Required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Land	\$330,000	\$330,000	\$275,000	\$217,000	\$186,700	\$185,200
Land Res (1)	\$0	\$0	\$0	\$0	\$0	\$0
Land Non Res (2)	\$330,000	\$330,000	\$275,000	\$217,000	\$186,700	\$185,200
Land Non Res (3)	\$0	\$0	\$0	\$0	\$0	\$0
Improvement	\$7,400	\$7,400	\$7,400	\$8,000	\$6,800	\$6,800
Imp Res (1)	\$0	\$0	\$0	\$0	\$0	\$0
Imp Non Res (2)	\$7,400	\$7,400	\$7,400	\$8,000	\$6,800	\$6,800
Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$337,400	\$337,400	\$282,400	\$225,000	\$193,500	\$192,000
Total Res (1)	\$0	\$0	\$0	\$0	\$0	\$0
Total Non Res (2)	\$337,400	\$337,400	\$275,000	\$217,000	\$186,700	\$185,200
Total Non Res (3)	\$0	\$0	\$7,400	\$8,000	\$6,800	\$6,800

Land Computations	
Calculated Acreage	172.11
Actual Frontage	0
Developer Discount	<input type="checkbox"/>
Parcel Acreage	172.11
81 Legal Drain NV	0.00
82 Public Roads NV	3.91
83 UT Towers NV	0.00
9 Homesite	0.00
91/92 Acres	0.00
Total Acres Farmland	168.20
Farmland Value	\$329,940
Measured Acreage	168.20
Avg Farmland Value/Acre	1962
Value of Farmland	\$330,010
Classified Total	\$0
Farm / Classified Value	\$330,010
Homesite(s) Value	\$0
91/92 Value	\$0
Supp. Page Land Value	\$20
CAP 1 Value	\$0
CAP 2 Value	\$330,000
CAP 3 Value	\$0
Total Value	\$330,000

Land Data (Standard Depth: Res 100', Cl 100' Base Lot: Res 0' X 0', Cl 0' X 0')														
Land Type	Pricing Method	Soil ID	Act Front.	Size	Factor	Rate	Adj. Rate	Ext. Value	Infl. %	Market Factor	Cap 1	Cap 2	Cap 3	Value
4	A	BA	0	6.9573	0.98	\$2,280	\$2,234	\$15,543	0%	1.0000	0.00	100.00	0.00	\$15,540
4	A	BO	0	9.7367	1.06	\$2,280	\$2,417	\$23,534	0%	1.0000	0.00	100.00	0.00	\$23,530
4	A	HOD	0	5.3684	0.51	\$2,280	\$1,163	\$6,243	0%	1.0000	0.00	100.00	0.00	\$6,240
4	A	HOC	0	18.9901	0.64	\$2,280	\$1,459	\$27,707	0%	1.0000	0.00	100.00	0.00	\$27,710
4	A	ST	0	35.9433	1.11	\$2,280	\$2,531	\$90,972	0%	1.0000	0.00	100.00	0.00	\$90,970
4	A	WM	0	34.5563	1.06	\$2,280	\$2,417	\$83,523	0%	1.0000	0.00	100.00	0.00	\$83,520
4	A	HOC	0	4.3371	0.72	\$2,280	\$1,642	\$7,122	0%	1.0000	0.00	100.00	0.00	\$7,120
4	A	HOB	0	33.9692	0.81	\$2,280	\$1,847	\$62,741	0%	1.0000	0.00	100.00	0.00	\$62,740
5	A	HOB	0	2.4085	0.81	\$2,280	\$1,847	\$4,448	-60%	1.0000	0.00	100.00	0.00	\$1,780
5	A	HOB	0	0.0633	0.81	\$2,280	\$1,847	\$117	-60%	1.0000	0.00	100.00	0.00	\$50
5	A	HOC	0	0.2678	0.64	\$2,280	\$1,459	\$391	-60%	1.0000	0.00	100.00	0.00	\$160
5	A	HOD	0	0.0979	0.51	\$2,280	\$1,163	\$114	-60%	1.0000	0.00	100.00	0.00	\$50
5	A	WM	0	7.0088	1.06	\$2,280	\$2,417	\$16,940	-60%	1.0000	0.00	100.00	0.00	\$6,780
5	A	ZAD3	0	0.0522	0.50	\$2,280	\$1,140	\$60	-60%	1.0000	0.00	100.00	0.00	\$20
6	A	HOC	0	0.1591	0.72	\$2,280	\$1,642	\$261	-80%	1.0000	0.00	100.00	0.00	\$50

82-05-06-003-062.001-022

MEYER, JEFFREY L & CYNTHIA L H/

MARX RD

Supplemental Land Page

GERMAN 325100

2/4

Land Data (Standard Depth: Res 100', Cl 100' Base Lot: Res 0' X 0', Cl 0' X 0')														
Land Type	Pricing Method	Soil ID	Act Front.	Size	Factor	Rate	Adj. Rate	Ext. Value	Infl. %	Market Factor	Cap 1	Cap 2	Cap 3	Value
6	A	HOD	0	1.3206	0.51	\$2,280	\$1,163	\$1,536	-80%	1.0000	0.00	100.00	0.00	\$310
6	A	WM	0	6.9652	1.06	\$2,280	\$2,417	\$16,835	-80%	1.0000	0.00	100.00	0.00	\$3,370
82	A	BA	0	0.3545	0.98	\$2,280	\$2,234	\$792	-100%	1.0000	0.00	100.00	0.00	\$00
82	A	HOB	0	1.0178	0.81	\$2,280	\$1,847	\$1,880	-100%	1.0000	0.00	100.00	0.00	\$00
82	A	HOC	0	0.1316	0.64	\$2,280	\$1,459	\$192	-100%	1.0000	0.00	100.00	0.00	\$00
82	A	HOD	0	0.5513	0.51	\$2,280	\$1,163	\$641	-100%	1.0000	0.00	100.00	0.00	\$00
82	A	ST	0	1.0655	1.11	\$2,280	\$2,531	\$2,697	-100%	1.0000	0.00	100.00	0.00	\$00
82	A	WM	0	0.7806	1.06	\$2,280	\$2,417	\$1,838	-100%	1.0000	0.00	100.00	0.00	\$00
82	A	ZAD3	0	0.0269	0.50	\$2,280	\$1,140	\$31	-100%	1.0000	0.00	100.00	0.00	\$00

TITLE INSURANCE COMMITMENT



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY 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, STEWART TITLE GUARANTY COMPANY, a Texas 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.

Bosse Title Company, LLC

Jeffrey H. Bosse, President



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 25-02118

010-UN ALTA Commitment for Title Insurance (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
- g. a countersignature 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.

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File No.: 25-02118

010-UN ALTA Commitment for Title Insurance (07-01-2021)



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.
- 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.

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File No.: 25-02118

010-UN ALTA Commitment for Title Insurance (07-01-2021)



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>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, 20 E. 91st Street, Indianapolis, IN 46240.

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File No.: 25-02118

010-UN ALTA Commitment for Title Insurance (07-01-2021)



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

Issuing Agent: Bosse Title Company
Issuing Office: 4799 Rosebud Lane, Newburgh, IN 47630
Issuing Office's ALTA® Registry ID: 1003043
Loan ID No.:
Commitment No.: 25-02118-1
Issuing Office File No.: 25-02118
Property Address: N. Posey County Line Rd., Evansville, IN 47720
Marx Rd., Evansville, IN 47720

1. **Commitment Date:** February 7, 2025 at 08:00 AM

2. **Policy to be issued:**

Proposed Amount of Insurance:

- a. ALTA Owners Policy (7/1/2021)
Proposed Insured: TBD auction
The estate or interest to be insured: Fee Simple

TBD

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:**

Jeffrey L. Meyer and Cynthia L. Meyer, husband and wife

5. **The Land is described as follows:**

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File No.: 25-02118

010-UN ALTA Commitment for Title Insurance Schedule A (07-01-2021)



SCHEDULE A

(Continued)

Tract 1

The South Half of the Northwest Quarter of Section Seven (7), Township Six (6) South, Range Eleven (11) West in Vanderburgh County, Indiana; EXCEPT, HOWEVER, that portion of said half quarter section conveyed to Edwin K. Rogers by a warranty deed October 4, 1955, and recorded in Deed Record 377, page 587 in the office of the Recorder of Vanderburgh County, Indiana.

EXCEPT THEREFROM all oil, gas and other minerals conveyed in Mineral Deed dated July 22, 1938 and recorded July 30, 1938 in Deed Record 201, Page 179 and in Mineral Deed dated July 22, 1938 and recorded July 30, 1938 in Deed Record 201, Page 180 in the Office of the Recorder of Vanderburgh County, Indiana.

Tract 2

The West thirty-six (36) acres of the North Half of the Northwest Quarter of Section Seven (7), Township Six (6) South, Range Eleven (11) West in Vanderburgh County, Indiana.

EXCEPT THEREFROM all oil, gas and other minerals conveyed in Mineral Deed dated July 22, 1938 and recorded July 30, 1938 in Deed Record 201, Page 179 and in Mineral Deed dated July 22, 1938 and recorded July 30, 1938 in Deed Record 201, Page 180 in the Office of the Recorder of Vanderburgh County, Indiana.

Tract 3

Part of the South Half of the North Half of the Northwest Quarter of Section Seven (7), Township Six (6) South, Range Eleven (11) West in Vanderburgh County, Indiana, more particularly described as follows:

Beginning at a point on the south line of said half half quarter section, which point is two thousand two hundred ninety-five and eight tenths (2,295.8) feet west of the southeast corner of said half half quarter section; thence west along the south line of said half half quarter section a distance of one thousand two hundred eight and seventy-five hundredths (1,208.75) feet; thence north and parallel with the east line of said half half quarter section a distance of six hundred forty-five and five tenths (645.5) feet to a point on the north line of said half half quarter section; thence east along the north line of said half half quarter section a distance of eight hundred fifteen and seventy-five hundredths (815.75) feet; thence south and parallel with the east line of said half half quarter section a distance of three hundred and sixty-four (364) feet; thence east and parallel with the north line of said half half quarter section a distance of three hundred and ninety-three (393) feet; thence south and parallel with the east line of said half half quarter section two hundred and seventy-five (275) feet to the point of beginning and said to contain 14.51 acres, more or less.

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File No.: 25-02118

010-UN ALTA Commitment for Title Insurance Schedule A (07-01-2021)



SCHEDULE A
(Continued)

STEWART TITLE GUARANTY COMPANY

Bosse Title Company, LLC



Jeffrey H. Bosse, President

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File No.: 25-02118

010-UN ALTA Commitment for Title Insurance Schedule A (07-01-2021)



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 25-02118

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. Partial release or release and satisfaction of record of the real estate mortgage from Jeffrey L. Meyer and Cynthia L. Meyer, to American Farm Mortgage Company, Inc. dated September 17, 2021 and recorded September 30, 2021 as Document No. 2021R00027782 in the Office of the Recorder of Vanderburgh County, Indiana, securing a note in the original principal sum of \$1,665,367.00, and other obligations described herein. This mortgage secures an equity line of credit and/or revolving loan. (Includes additional real estate)

NOTE: The mortgage shown above appears to be an equity line mortgage. A full satisfaction of the mortgage must be obtained and all credit cards or the balance of verified unused account checks must be sent to the mortgagee together with a request from the mortgagor instructing the mortgagee to close the account.

6. Partial release or release and satisfaction of record of Assignment of Rents between Jeffrey L. Meyer and Cynthia L. Meyer, and American Farm Mortgage Company, Inc. dated September 17, 2021 and recorded September 30, 2021 as Document No. 2021R00027783 in the Office of the Recorder of Vanderburgh County, Indiana. (Includes additional real estate)
7. Partial release or release and satisfaction of record of the UCC Financing Statement from Jeffrey L. Meyer and Cynthia L. Meyer, debtor, to American Farm Mortgage Company, Inc., secured party, recorded March 30, 2016 as Document No. 2016U00000069, as amended by UCC Financing Statement Amendment recorded August 10, 2018 as Document No. 2018U00000095, as continued by UCC Financing Statement Amendment recorded October 21, 2020 as Document No. 2020U00000119 in the Office of the Recorder of Vanderburgh County, Indiana. (Includes other real estate)

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File No.: 25-02118

010-UN ALTA Commitment for Title Insurance Schedule BI (07-01-2021)



SCHEDULE B PART I

(Continued)

8. Partial release or release and satisfaction of record of the UCC Financing Statement from Jeffrey L. Meyer and Cynthia L. Meyer, debtor, to American Farm Mortgage Company, Inc., secured party, recorded September 30, 2021 as Document No. 2021R00027784 in the Office of the Recorder of Vanderburgh County, Indiana. (Includes additional real estate)
9. Release and satisfaction of record of the Federal Tax Lien against Cynthia Meyer, in the amount of \$12,611.45 plus interest, recorded June 17, 2024, as Document No. 2024R00010980 in the Office of the Recorder of Vanderburgh County, Indiana.
10. Release and satisfaction of record of the Federal Tax Lien against Jeffrey L. Meyer, in the amount of \$12,611.45 plus interest, recorded June 17, 2024, as Document No. 2024R00010981 in the Office of the Recorder of Vanderburgh County, Indiana.
11. Release and satisfaction of record of the Federal Tax Lien against Cynthia Meyer, in the amount of \$32,051.20 plus interest, recorded June 21, 2024, as Document No. 2024R00011285 in the Office of the Recorder of Vanderburgh County, Indiana.
12. Release and satisfaction of record of the Federal Tax Lien against Jeffrey L. Meyer, in the amount of \$32,051.20 plus interest, recorded June 21, 2024, as Document No. 2024R00011286 in the Office of the Recorder of Vanderburgh County, Indiana.
13. Release and satisfaction of record of the Gross Income Tax Warrant against Jeffrey Meyer and Cynthia Meyer, Warrant No. 30813561 entered August 16, 2023 in the amount of \$6,402.72 plus interest filed in the Office of the Clerk of Vanderburgh County, Indiana.
14. You must tell us in writing if the determination is made that the property to be insured includes a mobile home or any type of manufactured housing. Additional requirements may be imposed after said determination, including, but not limited to the proposed mortgage must state that it is securing the land and the mobile/manufactured unit as part of the real estate.
15. Title Company must be provided evidence that the Homeowners Association fees are paid current.

NOTE: Pursuant to the "Real Property Sales Disclosure Act", the disclosure of sale information form must be filed with the County Auditor and County Recorder before the above required deed(s) will be accepted for recording.

Note for Information: Effective July 1, 2013, SEA 370 requires title companies acting as a settlement or closing agent to issue a closing protection letter for a fee to a lender, borrower, buyer and seller in residential real estate transactions in which a title policy is to be issued. The closing protection letter provides coverage against any loss of settlement funds (under the terms and provisions of the closing protection letter) that results from: 1) theft or misappropriation of settlement funds; and 2) failure to comply with written closing instructions agreed to by the title company to the extent that items (1) and (2) relate to the status of title to or the validity, enforceability and priority of the lien of the mortgage on the party's interest in the land.

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010-UN ALTA Commitment for Title Insurance Schedule BI (07-01-2021)



SCHEDULE B PART I

(Continued)

NOTE: By virtue of I.C. 27-7-3.6, a Title Insurance Enforcement Fund Fee (TIEFF) 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.

NOTE: Documents presented for recordation should have the following statement to be located near the foot of the document near the preparation statement.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (Signature) and (Printed Name).

INFORMATIONAL NOTE: In order to delete the standard survey exceptions from the loan policy, for new construction, the Title Company must be furnished with a foundation survey for review. Upon review, Title Company reserves the right to make additional requirements/exceptions.

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010-UN ALTA Commitment for Title Insurance Schedule BI (07-01-2021)



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 25-02118

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, 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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010-UN ALTA Commitment for Title Insurance Schedule BII (07-01-2021)



SCHEDULE B, PART II

(Continued)

7. Taxes for the year 2023, payable in 2024 and all taxes for subsequent years. German Township; Tax Code No. 82-05-06-003-062.001-022; Assessed in the name of Jeffrey L. Meyer and Cynthia L. Meyer; Assessed as other agricultural use; Assessed Value of Land \$275,000; Assessed Value of Improvements \$7,400; Homestead Exemption \$none; Homestead Supplemental \$none; May installment \$3,066.82 paid; **November installment \$3,066.82 paid on account \$965.55, balance due \$2,101.27 unpaid, subject to penalty of \$210.12 unpaid.**

Assessed on PT NW 7-6-11

Taxes for the year 2023, payable in 2024 and all taxes for subsequent years. German Township; Tax Code No. 82-05-07-003-062.026-022; Assessed in the name of Jeffrey L. Meyer and Cynthia L. Meyer; Assessed as vacant land; Assessed Value of Land \$17,400; Assessed Value of Improvements \$none; Homestead Exemption \$none; Homestead Supplemental \$none; May installment \$188.94 paid; **November installment \$188.94 unpaid, delinquent, subject to penalty of \$18.90 unpaid.**

Assessed on PT S1/2 N1/2 NW 7-6-11

Taxes for the year 2024, payable in 2025 and for the year 2025, payable in 2026, are now a lien, but not yet due and payable.

Because of the reassessment of Indiana real estate, no guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

8. Rights-of-way for drainage tiles, ditches, feeders and laterals, if any.
9. Rights of the public, State of Indiana, County of Vanderburgh and the municipality in and to that part of the premises taken or used for road purposes.
10. Easements, restrictions, possible assessments for maintenance, and rights of others entitled to the continued uninterrupted flow of water through the Little Creek, a Legal Drain, in accordance with Indiana Drain Code, IC (1981) 36-9-27-33 et seq.
11. Plat of Road dated August 26, 1852 and recorded September 27, 1852 in Deed Record W, Page 598.
12. Easement for Right of Way granted to Southern Indiana Gas and Electric Company dated October 21, 1966 and recorded March 16, 1967 in Deed Record 500, Page 188.
13. Right of way and easement granted to Sohio Pipe Line Company by instrument dated December 9, 1943 and recorded May 26, 1944 in Deed Record 246, Page 282.

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File No.: 25-02118

010-UN ALTA Commitment for Title Insurance Schedule BII (07-01-2021)



SCHEDULE B, PART II

(Continued)

14. Right, title and interest of the following individuals as disclosed in Mineral Deeds to:
- a. R. W. Stratton, dated July 22, 1938 and recorded July 30, 1938 in Deed Record 201, Page 179, together with the right of ingress and egress at all times for the purpose of drilling, mining and exploring for oil, gas and other minerals, and removing the same therefrom.
 - b. Richard L. McNabb and Clyde M. Hall, dated July 22, 1938 and recorded July 30, 1938 in Deed Record 201, page 180, together with the right of ingress and egress at all times for exploring, drilling and mining for oil, gas and other minerals and removing the same.
 - c. Cameron Harmon dated August 9, 1938 and recorded August 12, 1938 in Deed Record 201, Page 324.
 - d. Elsie L. White dated August 9, 1938 and recorded August 12, 1938 in Deed Record 201, Page 325.
 - e. Marvin T. White dated August 9, 1938 and recorded August 12, 1938 in Deed Record 201, Page 326.
 - f. Joe F. VanNette and Aline VanNette, as joint tenants with full rights of survivorship, dated August 9, 1938 and recorded August 12, 1938 in Deed Record 201, Page 327.
 - g. Nellie Jean dated August 20, 1938 and recorded August 24, 1938 in Deed Record 201, Page 430.
 - h. J. W. Willoughby dated August 20, 1938 and recorded August 24, 1938 in Deed Record 201, Page 431.
 - i. Joe F. VanNette and Aline VanNette, as joint tenants with full rights of survivorship, dated August 20, 1938 and recorded August 24, 1938 in Deed Record 201, Page 432.
 - j. Mabel A. Creese dated August 20, 1938 and recorded August 24, 1938 in Deed Record 201, Page 433.
 - k. James M. Johnson and Fay E. Johnson, as joint tenants with full rights of survivorship, dated January 11, 1939 and recorded February 8, 1939 in Deed Record 204, Page 192.
 - l. Cameron Harmon dated August 20, 1938 and recorded August 24, 1938 in Deed Record 201, Page 434.
 - m. Vermille E. Buzbee and Chelsea L. Carter dated December 1, 1938 and recorded February 8, 1939 in Deed Record 204, Page 191.
 - n. Ottis W. McNaab and Eva McNaab, his wife, dated September 27, 1941 and recorded September 13, 1945 in Deed Record 259, Page 527.
 - o. Julie C. Layman dated September 14, 1945 and recorded October 6, 1945 in Deed Record 260, Page 309.

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SCHEDULE B, PART II

(Continued)

15. Rights of the following lessees under the Oil and Gas Leases by and between the parties shown below:
- a. Cecil M. Hall and Helen Hall, his wife, to Ashland Oil and Refining Company, dated September 6, 1952 and January 16, 1953 in Lease Record 40, Page 369.
 - b. Clement A. Frank and Evelyn M. Frank, his wife to J. S. Young, Jr., dated August 22, 1956 and September 17, 1956 in Lease Record 45, Page 590 and all assignments thereto.
 - c. Philip Seibert and Magdaline Seibert, his wife, to J. C. McManus & Co., dated July 26, 1906 and recorded August 20, 1906 in Lease Record 6, Page 358 and all assignments thereto.
 - d. Augusta D. Kramer to C. E. Huber, dated March 28, 1938 and recorded October 13, 1938 in Lease Record 18, Page 46.
 - e. Albert E. Happel and Ruby J. Happel, his wife, to Eli G. Huber, dated December 16, 1947 and recorded December 0, 1947 in Lease Record 28, Page 93.
 - f. Albert E. Happel and Ruby J. Happel, his wife, to E. D. Harmon dated May 23, 1951 and recorded July 2, 1951 in Lease Record 37, Page 185.
 - g. Mabel M. Ryan to Victor R. Gallagher, dated September 26, 1985 and recorded January 23, 1986 in Lease Drawer 2, Card 548.
16. Memorandum of Agreement and Option to Acquire Coal Interests dated June 3, 1981 by and between Shell Oil Company and James E. Williams, et al, recorded January 18, 1982 in Lease Drawer 1, Card 1096.
17. Access from that part of the insured premises described as Tract 3 to Posey County Line Road, which is gained over adjacent property described as Tracts 1 and 2.
- NOTE: In the event that the ownership of the three tracts is severed without an adequate easement for ingress and egress, there will be no access to that part described as Tract 3
18. Rights of all upper and lower riparian owners and the public in general in and to the waters of and to the uninterrupted natural unpolluted flow thereof. The policy to be issued will not guarantee nor insure riparian rights.
19. Rights of tenants in possession pursuant to any unrecorded leases.
20. Any loss incurred by reason of split of real estate set forth in Schedule A without prior approval of the County Area Plan Commission and County Assessor.
21. Covenants, conditions, agreements, declarations and restrictions, if any, appearing in the public record.

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SCHEDULE B, PART II

(Continued)

22. Any easements or servitudes appearing in the public records.
23. Any lease, grant, exceptions or reservation of minerals or mineral rights appearing in the public records.
24. The address, if any, is set forth for informational purposes only. The company assumes no liability and no insurance is granted for the common address of the insured premises.
25. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservation of interests that are not listed.
26. Any discrepancies between the actual boundaries of the land and the apparent boundaries indicated by fences, planting or other improvements.
27. All existing sewer agreements and any easement, either created thereby or used pursuant thereto.
28. Any possible charges for sewer services, charges and/or connection charges.
29. Any possible ditch assessments or special assessments.

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SCHEDULE B, PART II

(Continued)

30. There is the possibility of easements in favor of Southern Indiana Gas and Electric Company, its successors and/or assigns, which have been recorded outside the chain of title and which are expressly excluded from coverage of this title policy. (APPLIES TO OWNER'S POLICY ONLY).

Note: Upon request, Title Company will provide client with an "Outside the Chain of Title Application Form" which client may choose to submit, at their expense, to CenterPoint Energy, successor in interest to Southern Indiana Gas and Electric Company. Upon receipt of a letter from CenterPoint Energy either stating that there are no easements outside the chain of title, or listing specific easements that are of record outside the chain of title, the above exception regarding possible easements will be deleted, and said specific easements, if any, will be added as exceptions to the title commitment.

NOTE: All recording references herein pertain to the records of the Office of the Recorder of Vanderburgh County, Indiana.

FOR COMMITMENT AND OWNER'S POLICY ONLY, TO BE DELETED ON FINAL LOAN POLICY:

NOTE: Indiana Code 8-1-26 provides for the recordation of a Notice of Underground Facilities. The proposed insured is invited to make inquiry of all operators of such facilities if the possibility of underground facilities is of concern to the proposed insured. No search has been made for Notices of Underground Facilities which may have been recorded.

NOTE: AN OWNER'S POLICY ISSUED IN CONNECTION WITH THIS COMMITMENT WILL CONTAIN THE FOLLOWING PRE-PRINTED EXCEPTIONS:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties other than Insured in actual possession of any or all of the property.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land Survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
4. Unfiled mechanics' or materialmen's liens.
5. Easements or claims of easements, not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public record.

Note: The Policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

NOTE: Indiana state law prohibits ownership of certain real property by certain foreign parties. This law can be found at Indiana Code § 1-1-16-1, et seq., as amended effective July 1, 2024 ("the Act"). Any loss or damage resulting from a violation of the Act is excluded under the terms of the Policy.

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010-UN ALTA Commitment for Title Insurance Schedule BII (07-01-2021)



SCHEDULE B, PART II

(Continued)

NOTE: Any reference to acreage is shown merely to aid in the identification of the insured premises and that any policy issued will contain an exclusion as to such and shall not be construed as insuring such quantity of land.

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010-UN ALTA Commitment for Title Insurance Schedule BII (07-01-2021)



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
EXHIBIT A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT A

The Land is described as follows:

Tract 1

The South Half of the Northwest Quarter of Section Seven (7), Township Six (6) South, Range Eleven (11) West in Vanderburgh County, Indiana; EXCEPT, HOWEVER, that portion of said half quarter section conveyed to Edwin K. Rogers by a warranty deed October 4, 1955, and recorded in Deed Record 377, page 587 in the office of the Recorder of Vanderburgh County, Indiana.

EXCEPT THEREFROM all oil, gas and other minerals conveyed in Mineral Deed dated July 22, 1938 and recorded July 30, 1938 in Deed Record 201, Page 179 and in Mineral Deed dated July 22, 1938 and recorded July 30, 1938 in Deed Record 201, Page 180 in the Office of the Recorder of Vanderburgh County, Indiana.

Tract 2

The West thirty-six (36) acres of the North Half of the Northwest Quarter of Section Seven (7), Township Six (6) South, Range Eleven (11) West in Vanderburgh County, Indiana.

EXCEPT THEREFROM all oil, gas and other minerals conveyed in Mineral Deed dated July 22, 1938 and recorded July 30, 1938 in Deed Record 201, Page 179 and in Mineral Deed dated July 22, 1938 and recorded July 30, 1938 in Deed Record 201, Page 180 in the Office of the Recorder of Vanderburgh County, Indiana.

Tract 3

Part of the South Half of the North Half of the Northwest Quarter of Section Seven (7), Township Six (6) South, Range Eleven (11) West in Vanderburgh County, Indiana, more particularly described as follows:

Beginning at a point on the south line of said half half quarter section, which point is two thousand two hundred ninety-five and eight tenths (2,295.8) feet west of the southeast corner of said half half quarter section; thence west along the south line of said half half quarter section a distance of one thousand two hundred eight and seventy-five hundredths (1,208.75) feet; thence north and parallel with the east line of said half half quarter section a distance of six hundred forty-five and five tenths (645.5) feet to a point on the north line of said half half quarter section; thence east along the north line of said half half quarter section a distance of eight hundred fifteen and seventy-five hundredths (815.75) feet; thence south and parallel with the east line of said half half quarter section a distance of three hundred and sixty-four (364) feet; thence east and parallel with the north line of said half half quarter section a distance of three hundred and ninety-three (393) feet; thence south and parallel with the east line of said half half quarter section two hundred and seventy-five (275) feet to the point of beginning and said to contain 14.51 acres, more or less.

****SAMPLE****
REAL ESTATE PURCHASE AGREEMENT
(SOLD AT PUBLIC AUCTION)

The undersigned _____, (“Purchaser”), agrees to purchase from _____ (“Seller”), through SOHN & ASSOCIATES, LTD., (“Broker”) the following Property for the consideration and subject to the following terms, provisions and conditions:

1. **PROPERTY.** The Purchaser agrees to purchase and Seller agrees to sell the real estate known as: _____, in the City of _____, County of _____, Indiana, and legally described as: _____, together with the following items of personal property located thereon: _____ (the “Property”).

2. **PRICE:** Purchaser agrees to pay the following Purchase Price as provided:

PURCHASER’S PREMIUM ___% (if applicable)	\$ _____
PURCHASE PRICE	\$ _____
EARNEST MONEY DEPOSIT ___	\$ _____
BALANCE DUE AT CLOSING	\$ _____

3. **EARNEST MONEY:** Purchaser submits \$ _____ as earnest money which shall be applied to the purchase price at the time of closing. Broker shall deposit earnest money received into an escrow account within two (2) banking days of acceptance of this Agreement and hold it until time of closing the transaction or termination of this Agreement. The Broker holding any earnest money is absolved from any responsibility to make payment to the Seller or Purchaser unless the parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in 876 IAC 1-1-23 (release of earnest money). Upon notification that Purchaser or Seller intends not to perform, Broker holding the earnest money may release the earnest money as provided in this Agreement. If no provision is made in this Agreement, Broker may send to Purchaser and Seller notice of the disbursement by certified letter, Broker may release the earnest money to the party identified in the certified letter. Purchaser and Seller agree to hold the Broker harmless from any liability, including attorney’s fees and costs, for good faith disbursement of earnest money in accordance with this Agreement and licensing regulations.

4. **FINANCING:** THIS SALE IS NOT SUBJECT TO FINANCING. IF PURCHASER FAILS TO COMPLETE THIS TRANSACTION DUE TO A FAILURE TO OBTAIN FINANCING, THE EARNEST MONEY DEPOSIT SHALL BE FORFEITED, WITHOUT AFFECTING ANY OF SELLER’S FURTHER REMEDIES.

5. **TITLE INSURANCE:** Evidence of good and merchantable title shall be furnished in the form of a commitment of title insurance in an amount not less than the purchase price, at owner’s option. Seller will pay for the cost of the abstract extension and preparation of deed any and all other documents necessary to perfect title. In the event title insurance is utilized, Seller will pay that portion of the title insurance costs for the service which is equivalent to the abstract extension or search, and the Purchaser will pay the balance of the fees (usually the attorney’s examination, premium, final, and lender’s policy, if needed). In the event that title insurance is used for the sole purpose of removing a defect in the title which prevents Seller from furnishing evidence of merchantable title, then Seller shall bear the entire costs of said title insurance.

6. **CLOSING:** Closing of the sale shall be within _____ days after delivery of an up to date abstract or title insurance commitment to Purchaser or his representative, or as otherwise mutually agreed to by Seller and Purchaser, or on or before _____, 20____. The Closing Fee shall be paid by Buyer or by Seller or Shared equally.

7. **DEED:** At the closing, upon the purchase price being paid as provided in Paragraph 2 above, Seller shall deliver to Purchaser a _____ deed conveying the real estate to the Purchaser, subject to taxes, easements, restrictive covenants, and encumbrances on record.

8. **POSSESSION:** Possession of the Property shall be: A.) at closing OR B.) _____ days after closing. If Property is occupied by persons other than the Seller, subject to tenant’s rights, all rents are to be prorated to the date of closing and all deposits transferred to Purchaser. Seller represents that any tenants are on a month to month tenancy only, unless noted: _____.

9. **REAL ESTATE TAXES:** (A) The real estate taxes will be prorated to the date of final closing using the most recent tax statements available as the basis for proration. OR (B) Purchaser will assume the real estate taxes due and payable in _____, 20____.

10. **RISK OF LOSS:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller. Seller agrees to deliver the property in the same condition as when the contract is accepted, normal wear and tear excepted.

11. **FIXTURES AND ATTACHMENTS:** The term “Property” shall include all attached fixtures and accessories, together with heating and central air conditioning equipment, sump pump, alarm system, satellite dish and controls, window and door screens, storm sash, window shades and blinds, awnings, drapery and traverse rods, water softener,

12. affixed wall to wall carpeting, towel racks and bars, television antenna, light fixtures and ceiling fans, door bell or chimes, landscaping and shrubbery, storage barns, pool equipment, plus all articles so attached or built-in, which, if removed, would leave the premises in a damaged, incomplete or unfinished condition.

13. **INSPECTION: Property is sold on an "AS IS, WITH ALL FAULTS" basis.** Purchaser agrees to take said property in its present condition, normal wear and tear excepted. Purchaser may make inspections of the Property, at Purchaser's expense; however, all costs associated with fixing problems arising from inspection shall be borne by Purchaser.

14. **FURTHER CONDITIONS:** _____

14. **CONSULT YOUR ADVISORS:** Purchaser and Seller acknowledge they have been advised that, prior to signing this document, they may seek the advice of an attorney for the legal or tax consequences of this document and the transaction to which it relates. In any real estate transaction, it is also recommended that you consult with a professional, such as a civil engineer, environmental engineer, or other person with experience in evaluating the condition of the Property.

15. **ACKNOWLEDGEMENT:** By signing below, Purchaser and Seller acknowledge they have read the foregoing Agreement and fully understand the contents. Additionally, Purchaser and Seller have read and agree to the Terms and Conditions attached hereto which are made a part of this contract. Moreover, Purchaser and Seller acknowledge receipt of a copy of this Agreement and give their permission to a Multiple Listing Service, Internet or other advertising media, if any, to publish information regarding this transaction.

16. **RECEIPT BY BROKER:** I, selling Broker, acknowledge receipt of earnest money deposit of \$ _____
cash check No. _____.

SOHN & ASSOCIATES, LTD
By: _____
Title: _____

17. **ACCEPTED** by the Purchaser and Seller, this _____ day of _____, 20____.

Seller: _____	Purchaser: _____
Printed: _____	Printed: _____
Address: _____	Address: _____
Phone: _____	Phone: _____
Seller: _____	Purchaser: _____
Printed: _____	Printed: _____
Address: _____	Address: _____
Phone: _____	Phone: _____

TERMS AND CONDITIONS

- 1) **Acceptance of Terms and Controlling Conditions:** The Terms and Conditions and Limitation of Remedies herein constitute the complete agreement of Broker ("Sohn & Associates, LTD") and Seller, unless otherwise provided in writing signed by an authorized representative of Broker, and no terms or conditions in any way modifying the provisions herein shall be binding on the Broker. The Agreement for Sale of Real Estate attached hereto is made only upon the express condition that these Terms and Conditions govern. Broker's failure to object to provisions contained in any communication from Seller is not a waiver or modification of the terms and conditions contained herein. If Seller objects to any of the following terms and conditions, changes must be in writing and signed by both parties prior to commencement of performance by Broker.
- 2) **Indemnification and Release:** Purchaser and Seller shall hold Broker harmless from and against any and all third party liabilities, liens, mechanic's liens, materialman's liens, claims, demands, damages, expenses, attorney fees, costs, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature, arising or growing out of, or in any way connected with, the operations of Broker on or about the Property of the Seller occasioned in whole or in any part by any act or omission of Broker, its invitees, agents, representatives, contractors, employees or servants, whether negligent or not negligent, and whether the damage is known or unknown at the time of occurrence. In the event Broker is made a party to any litigation for any matter covered by the operations, conduct, use or activities of Broker, Seller, or Purchaser upon the Property, then Purchaser and Seller shall protect and forever hold Broker harmless and must pay all costs, expenses and reasonable attorney fees incurred or paid by Broker in connection therewith.
- 3) **Lead Base Paint:** Federal law requires the seller of homes built before 1978 to make disclosures regarding lead-base paint, provide information dealing with lead hazards, and allow the Purchaser an opportunity to inspect and test. All inspection on auction properties need to be made prior to the auction date; therefore, by signing this Agreement, Purchaser is waiving any rights to a post-auction inspection for lead-base paint.
- 4) **Flood Area/Zoning Restrictions:** Purchaser may not terminate this Agreement if the Property requires flood insurance, and Purchaser may not terminate this Agreement if the Property is subject to building or use limitations by reason of the location.
- 5) **Attorneys Fees:** If legal action is instituted to enforce this Agreement, the prevailing party shall be entitled to recover all costs of such legal action, including reasonable attorney's fees.
- 6) **Severability:** If any part of these Terms and Conditions are held to be invalid or unenforceable, all other Terms and Conditions shall nevertheless continue in full force and effect.
- 7) **Execution of Agreement:** This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this Agreement may be transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original document shall be promptly delivered, if requested.
- 8) **Agency Acknowledgement and Authorization.** Purchaser acknowledges Broker has acted as both Seller and Listing Broker, and has not represented the Purchaser unless otherwise noted in writing. Purchaser and Seller further acknowledge that they understand and accept all agency relationships involved in this transaction, including but not limited to the existence of a limited dual agency. In a limited agency situation, Purchaser and Seller agree that there was no imputation of knowledge or information between any party and the limited agent. Purchaser and Seller acknowledge that this limited agency authorization has been read and understood. Purchaser and Seller understand that they do not have to consent to Broker acting as limited agent, but gives informed consent voluntarily to any limited agency and waives any claims, damages, losses, expenses, including attorneys' fees and costs, against Broker arising from its role as limited agent.
- 9) **Miscellaneous.** (a) Underground mining has occurred in Southwest Indiana and Purchaser is advised of the availability of subsidence insurance, (b) All oral statements or representations are merged into this agreement, (c) Any reference to singular shall include the plural where applicable, (d) Seller represents and warrants that Seller is not a "foreign person" (individual or entity) and therefore, is not subject to the Foreign Investment in Real Property Tax Act.