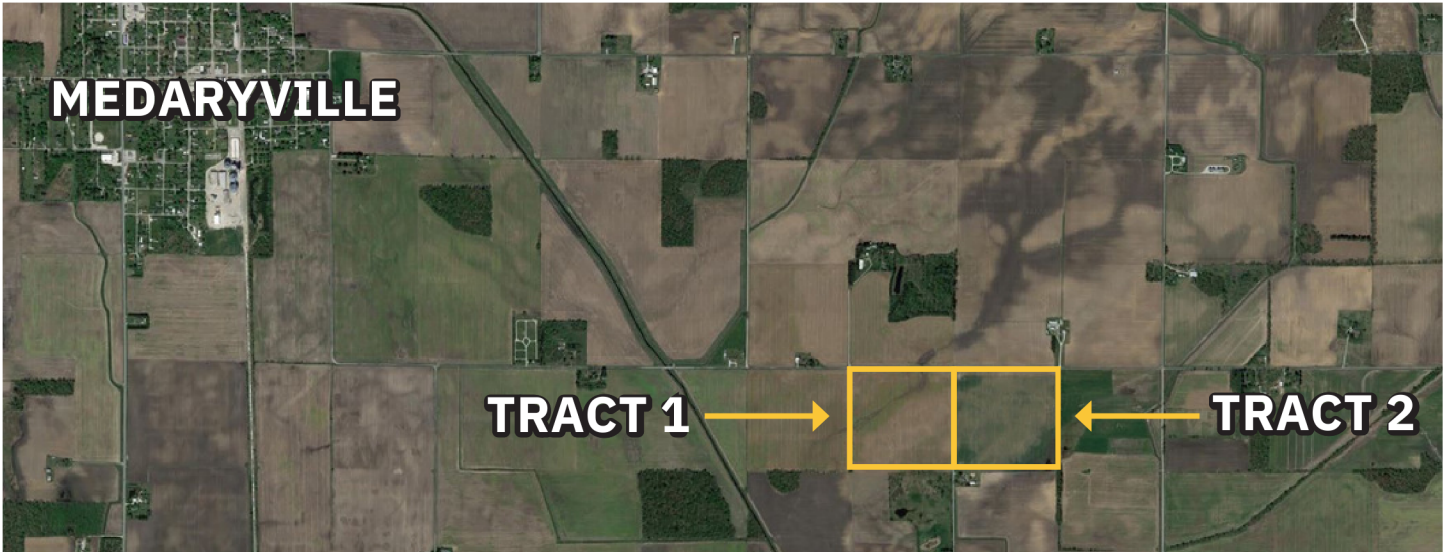


LAND AUCTION

OWNER: THE GIBSON FAMILY TRUST

80 ACRES (+/-) OFFERED IN TWO TRACTS PULASKI COUNTY, IN
YOU CAN BID ON EITHER PARCEL INDIVIDUALLY OR YOU CAN BID ON THE WHOLE PROPERTY.



ONLINE ONLY AT www.bradncommercialrealestate.auction

BIDDING OPENS:

March 7, 2023

6:00 am

BIDDING CLOSES:

March 7, 2023

6:00 pm

REAL ESTATE TAXES
\$923.64/yr

TRACT 1 TILLABLE ACRES
39.16 AC.

TRACT 2 TILLABLE ACRES
39.88 AC.



BRAD NEIHOUSER, AUCTIONEER AU19900091

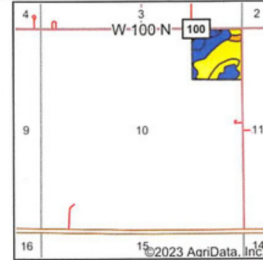
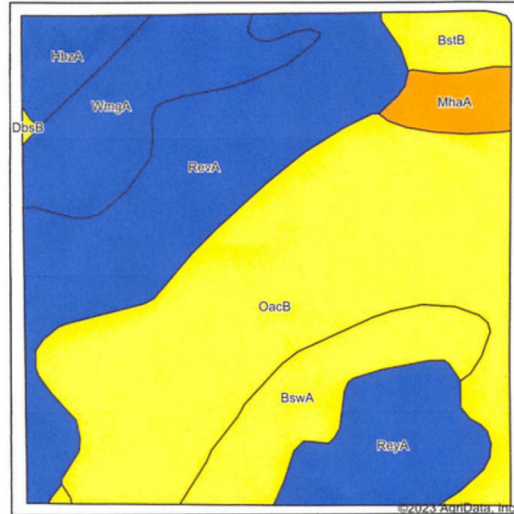
765-427-5052 | bneiouser@shook.com

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LAND AUCTION

80 ACRES (+/-) OFFERED IN TWO TRACTS PULASKI COUNTY, IN

SOILS
MAP:
TRACT 1



State: **Indiana**
County: **Pulaski**
Location: **10-30N-4W**
Township: **White Post**
Acres: **39.16**
Date: **1/17/2023**



Area Symbol: IN131, Soil Area Version: 24														
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Irr Class *c	Corn Bu	Corn Irrigated Bu	Grass legume hay Tons	Pasture AUM	Soybeans Bu	Soybeans Irrigated Bu	Winter wheat Bu	*n NCCPI Soybeans
OacB	Oakville-Denham fine sands, 1 to 5 percent slopes	15.61	39.9%		IVs		84		3	5	30		38	26
RevA	Rensselaer-Radioville loams, 0 to 1 percent slopes	8.64	22.1%		IIw		169		6	12	46		68	77
WmgA	Whiskerville-Bronson fine sandy loams, 0 to 1 percent slopes	4.18	10.7%		IIls	IIls	127	145	4	8	41	47	56	63
BswA	Brems-Morocco loamy fine sands, 0 to 1 percent slopes	3.65	9.3%		IVs		98		3	7	31		44	31
ReyA	Rensselaer loam, 0 to 1 percent slopes	3.48	8.9%		IIw		172		6	12	48		69	77
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Irr Class *c	Corn Bu	Corn Irrigated Bu	Grass legume hay Tons	Pasture AUM	Soybeans Bu	Soybeans Irrigated Bu	Winter wheat Bu	*n NCCPI Soybeans
HbzA	Headlee-Brady fine sandy loams, 0 to 1 percent slopes	1.34	3.4%		IIw		140	9	5	9	43	3	63	53
MhaA	Maumee loamy fine sand, 0 to 1 percent slopes	1.15	2.9%		IIIw		134		5	9	47		54	37
BstB	Brems loamy fine sand, 1 to 4 percent slopes	1.11	2.8%		IVs		97		3	6	33		44	31
Weighted Average					3.07	*- 120.2	15.8	4.2	8	37.4	5.1	51.3	*n 47.6	

*n: The aggregation method is "Weighted Average using all components"
*c: Using Capabilities Class Dominant Condition Aggregation Method
*- Irr Class weighted average cannot be calculated on the current soils data due to missing data.

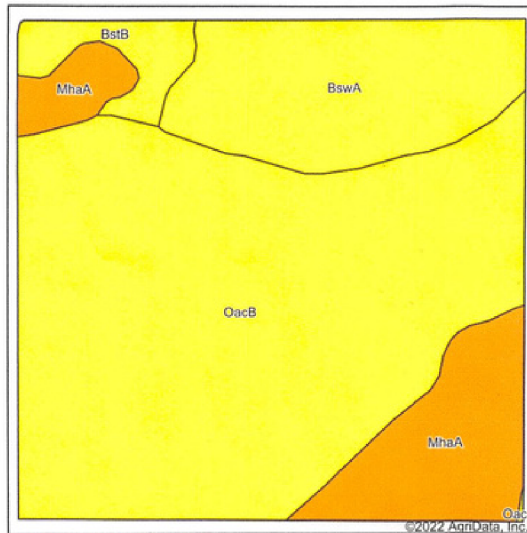


BRAD NEIHOUSER, AUCTIONEER AU19900091
765-427-5052 | bneiouser@shook.com

LAND AUCTION

80 ACRES (+/-) OFFERED IN TWO TRACTS PULASKI COUNTY, IN

SOILS
MAP:
TRACT 2

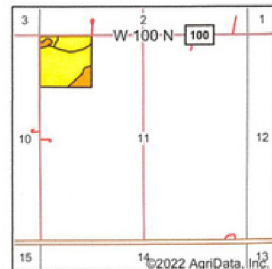


Soils data provided by USDA and NRCS.

Area Symbol: IN131, Soil Area Version: 24

Code	Soil Description	Acres	Percent of field	Non-irr Class Legend	Non-irr Class *c	Corn Bu	Grass legume hay Tons	Pasture AUM	Soybeans Bu	Winter wheat Bu	*n NCCPI Soybeans
OacB	Oakville-Derham fine sands, 1 to 5 percent slopes	25.74	64.5%		IVs	84	3	5	30	38	26
BswA	Brems-Morocco loamy fine sands, 0 to 1 percent slopes	7.17	18.0%		IVs	98	3	7	31	44	31
MhaA	Maumee loamy fine sand, 0 to 1 percent slopes	5.41	13.6%		IIIw	134	5	9	47	54	37
BstB	Brems loamy fine sand, 1 to 4 percent slopes	1.56	3.9%		IVs	97	3	6	33	44	31
Weighted Average					3.86	93.8	3.3	5.9	32.6	41.5	*n 28.6

*n: The aggregation method is "Weighted Average using all components"
*c: Using Capabilities Class Dominant Condition Aggregation Method



State: Indiana
County: Pulaski
Location: 10-30N-4W
Township: White Post
Acres: 39.88
Date: 12/6/2022



Soils data provided by USDA and NRCS.



BRAD NEIHUSER, AUCTIONEER AU19900091
765-427-5052 | bneiuser@shook.com

LAND AUCTION

80 ACRES (+/-) OFFERED IN TWO TRACTS PULASKI COUNTY, IN

PLEASE READ AND REVIEW THE REAL ESTATE TERMS THOROUGHLY PRIOR TO BIDDING ON ANY PROPERTY. IF YOU HAVE NOT READ AND UNDERSTAND THESE TERMS, DO NOT BID. BY BIDDING ON THE PROPERTY, BUYER AGREES TO ALL TERMS AND CONDITIONS SET FORTH AND ENTERS INTO A CONTRACTUAL AGREEMENT TO PURCHASE THE PROPERTY UNDER THE FOLLOWING TERMS AND CONDITIONS:

ONLINE BIDDING:

AUCTION DATE/TIME: Bidding begins: MARCH 7, 2023 @ 6:00 AM EST through MARCH 7, 2023 @ 6:00 PM EST.

UPON CONCLUSION OF THE AUCTION: The high bidder will be contacted by Brad Neihouser to complete Purchase Agreement and Earnest Money deposit.

Documents and Earnest Money must be completed by 12:00 PM EST the day following the auction.

Successful bidders not executing and returning the completed contract and earnest money deposit by 12:00 PM EST the day after the auction will be considered in default. Such default by the Successful Bidder will result in that Bidder's liability to both the Seller and Coldwell Banker Commercial Shook and Brad Neihouser. Seller shall have the right to (a) declare this contractual agreement cancelled and recover full damage for its breach, (b) to elect to affirm this this contractual agreement and enforce its specific performance or (c) Seller can resell the property either publicly or privately with Coldwell Banker Commercial Shook, and in such an event the Buyer shall be liable for payment of any deficiency realized from the second sale plus all costs, including, but not limited to the holding costs of the property, and the expenses of both sales and legal and incidental damages of both the Seller and Coldwell Banker Commercial Shook. In addition, Coldwell Banker Commercial Shook also reserves the right to recover any damages separately from the breach of the successful Bidder.

REAL ESTATE TERMS:

TERMS OF SALE: 10% earnest deposit down with the executed contract, balance due at closing. Your purchase is not subject financing.

DATE OF CLOSING: The closing will take place on or before APRIL 15, 2023.

POSSESSION: Possession of property will be at closing.

REAL ESTATE TAXES: The Seller will pay all real estate taxes for the 2022 payable 2023 tax year.

NO CONTINGENCIES: This Real Estate contract is not contingent on or subject to Buyer's financing, appraisal, survey or inspections of any kind or any other contingencies as agreed to by bidders at registration prior to bidding.

RESERVE: Seller is extremely motivated to sell the property but reserve the right to accept or reject any and all bids.

TITLE: Buyer is entitled to and the Seller will provide clear, insurable title for property and a General Warranty Deed upon full payment.

ZONING AND EASEMENTS: Property is being sold subject to any and all easements of record. Property is subject to all state and local zoning ordinances.

AERIAL PHOTOS, Images and Drawings are for illustration purposes only and not surveyed boundary lines unless specified.

AGENCY: Coldwell Banker Commercial Shook & Brad Neihouser are the Agent and Representative of the Seller.

CONDITION OF PROPERTY: Property is sold 'AS IS, WHERE IS' condition. Coldwell Banker Commercial Shook & Brad Neihouser, the Sellers, nor their representatives, agents, or employees make express or implied warranties or representations of any kind. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property prior to bidding on the subject property. All information presented in the brochure, website, and all other mediums is subject to verification by all parties relying on it. All sketches and dimensions are approximate. No liability for its accuracy, errors, or omissions is assumed by the Seller, Coldwell Banker Commercial Shook & Brad Neihouser, or their Agents or Representatives. Buyer and or Bidder agrees to hold harmless and indemnify Coldwell Banker Commercial Shook & Brad Neihouser and their Agents and their Representatives from any and all claims, damages, or suits including but not limited to awards, judgements, costs, fees, etc.

DISCLAIMER: All information included herein was derived from sources believed to be correct but is not guaranteed.

NEW DATA, CORRECTIONS, and CHANGES: Please check for updated information prior to scheduled auction time to inspect any changes, corrections, or additions to the property information.

BIDDING AND REGISTRATION INFORMATION:

BIDDER VERIFICATION: Bidding rights are provisional, and if identify verification is questionable, Coldwell Banker Commercial Shook & Brad Neihouser has the right to reject the registration, and bidding activity will be terminated. The Seller and Coldwell Banker Commercial Shook reserve the right to preclude any person from bidding if there is any question as to the person's credentials, mental fitness, etc. Bidders agree to keep their username and password confidential as they are responsible for ANY and ALL activity involving their account. If the registered bidder's user name is offensive to Coldwell Banker Commercial Shook and Brad Neihouser or in their sole opinion detrimental to Bidding Activity then Coldwell Banker Commercial Shook reserves the right to delete the bidder from bidding or unilaterally change the username with notification to the Bidder. When using the website, you must obey any and all local, state, and federal laws. Violations will result in the termination of web site use privileges.

AUCTION END TIMES: Coldwell Banker Commercial Shook & Brad Neihouser online only auctions are timed events and all bidding will close at specified time. However, our auctions also have what is called an "Auto Extend" feature. Any bid placed within the final 10 minutes of an auction results in the auction automatically extending 10 additional minutes. The bidding will extend in 10 minute increments from the time the last bid is placed until there are no more bids and the lots sit idle for 10 minutes. Therefore, the auction will not close until all bidding parties are satisfied, and no one can be outbid at the last second without having another opportunity to bid again. There are no advantages to waiting to the last second to place a bid. It could take a few seconds for your bid to be recognized by the bidding platform.

DO NOT WAIT UNTIL THE LAST SECOND TO BID, YOUR BID MIGHT NOT BE ACCEPTED BEFORE THE BIDDING CLOSES.

TECHNICAL ISSUES: In the event there are technical difficulties related to the server, software, internet, or any other online auction-related technologies, Coldwell Banker Commercial Shook & Brad Neihouser reserve the right to extend bidding, continue the bidding, or close the bidding. Neither the company providing the software, nor Coldwell Banker Commercial Shook or Brad Neihouser shall be held responsible for a missed bid or the failure of the software to function properly for any reason.

CONDUCT OF THE AUCTION: Coldwell Banker Commercial Shook & Brad Neihouser reserve the right to reject any and all bids for any reason and also reserve the right to cancel this auction or remove any item or parcel from this auction prior to the close of bidding. All decisions of Coldwell Banker Commercial Shook & Brad Neihouser are final. **YOUR BID ON THIS AUCTION INDICATES BOTH AN UNDERSTANDING AND ACCEPTANCE OF THE TERMS OF THIS CONTRACTUAL AGREEMENT BETWEEN YOURSELF AND THE SELLER, COLDWELL BANKER COMMERCIAL SHOOK, & BRAD NEIHOUSER AND THAT YOU, AS THE BIDDER, ARE PREPARED TO PURCHASE THE PROPERTY UNDER THE TERMS AND CONDITIONS OF THIS AUCTION.**

USDA Farm 1357 Tract 398

Administered by: Pulaski County, Indiana

OW: GIBSON, JOYCE ANN

Source: Primarily USDA MAP 2020 Imagery; LOTS or Dynamap roads; FSA data 2022-03-04 12:41:02

2022 Certification map prepared on: 3/4/2022

79.04 Tract acres

79.04 Cropland acres

0 CRP acres

Shares:

☐ CRP

☐ CLU

Wetland Determination Identifiers:

☐ Restricted Use

☐ Limited Restrictions

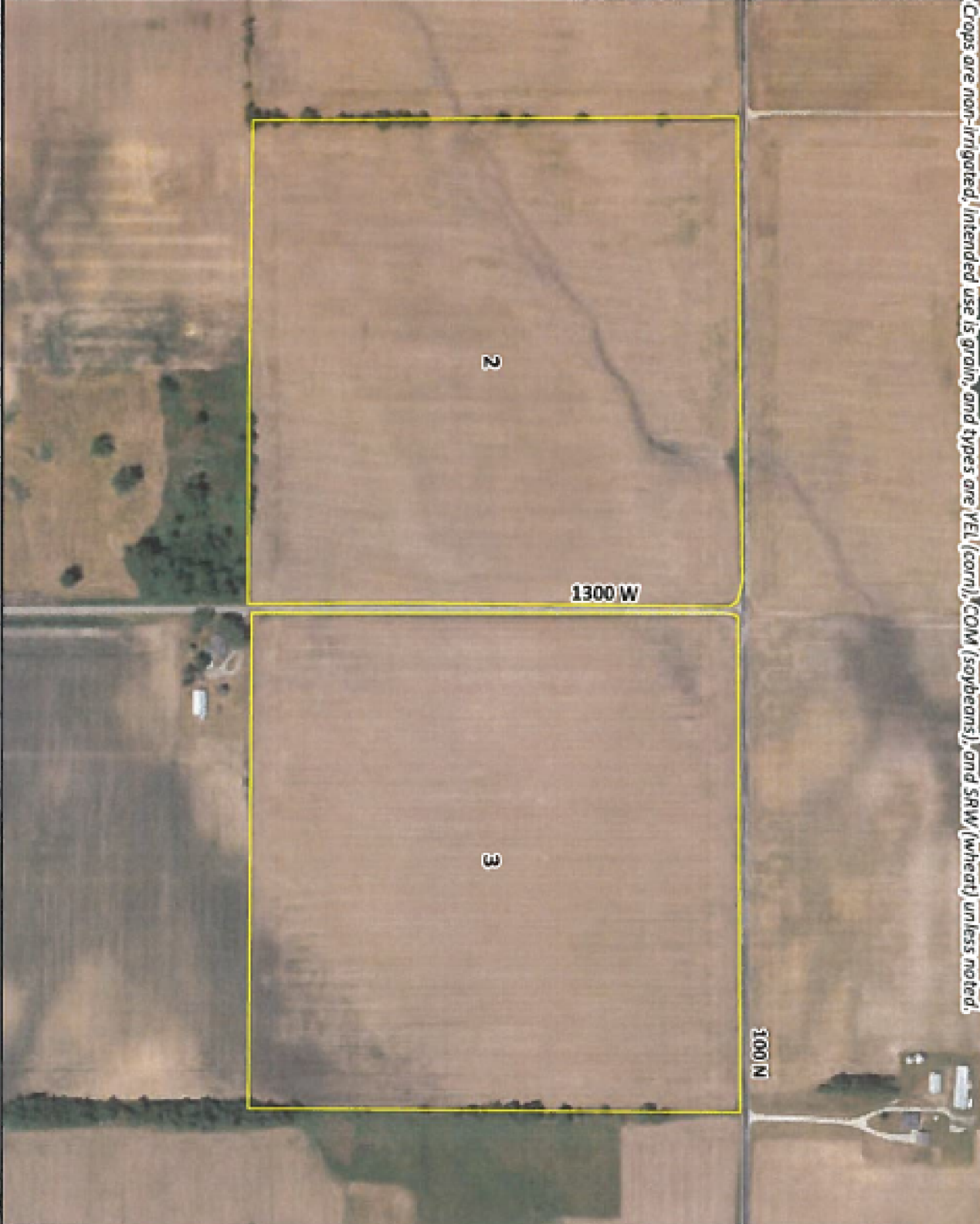
☐ Exempt from Conservation Compliance

TRS: 30N4W11

Pulaski



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



CLU Acres HEL Contract Prac Yr

2 39.16 N

Crop:

Date:

3 39.88 N

Crop:

Date:

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

Abbreviated 156 Farm Record

Operator Name : XXXXXXXXXX
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	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
79.04	79.04	79.04	0.00	0.00	0.00	0.00	0.00	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL	Acre Election	EWP	DCP Ag.Rel. Activity	Broken From Native Sod
0.00	0.00	79.04	0.00		0.00		0.00	0.00	0.00

Crop Election Choice

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

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	59.30	0.00	105	
Soybeans	17.90	0.00	31	
TOTAL	77.20	0.00		

NOTES

--

Tract Number : 398
Description : C5/1B SEC 10-11 WHITE POST TWP 1300W-100N
FSA Physical Location : INDIANA/PULASKI
ANSI Physical Location : INDIANA/PULASKI
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : JOYCE ANN GIBSON
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
79.04	79.04	79.04	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel. Activity	Broken From Native Sod
0.00	0.00	79.04	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	59.30	0.00	105



Abbreviated 156 Farm Record

Tract 398 Continued ...

Soybeans	17.90	0.00	31
TOTAL	77.20	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.

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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) 833-8992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: program.intake@usda.gov USDA is an equal opportunity provider, employer, and lender.



Chicago Title Insurance Company

COMMITMENT FOR TITLE INSURANCE ISSUED BY CHICAGO TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: 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 EXTRA CONTRACTUAL 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, Chicago Title Insurance Company, a 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 90 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

CHICAGO TITLE INSURANCE COMPANY

By:

ATTEST

President

Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.





Chicago Title Insurance Company

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; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance 8-1-16



(FRANKWENRICK.PFD/19/04/307/4)



Chicago Title Insurance Company

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.

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.

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ALTA Commitment for Title Insurance 8-1-16



(FRANKWENRICK.PFD/19/04/3074)



Chicago Title Insurance Company

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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ALTA Commitment for Title Insurance 8-1-16



(FRANKWENRICK.PFD/1904/307A)



Chicago Title Insurance Company

SCHEDULE A

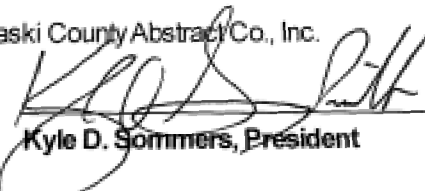
1. Commitment Date: January 9, 2023 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Own. Policy (06/17/06)
Proposed Insured: Hbd
Proposed Policy Amount
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
Gibson Family Trust dated May 16, 2018
5. The Land is described as follows:
Tract One (018-00059-00)
The Northeast Quarter of the Northeast Quarter of Section 10, Township 30, Range 4 West; also

Tract Two (018-00060-00)
The Northwest Quarter of the Northwest Quarter of Section 11, Township 30 North, Range 4, containing 80 acres, more or less.

CHICAGO TITLE INSURANCE COMPANY

Pulaski County Abstract Co., Inc.

By:



Kyle D. Sommers, President

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance 8-1-16



(GIBSONFAMILYTRUST.PFD/23/01/114/5)



Chicago Title Insurance Company

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.
 - a. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements and exceptions.
 - b. By virtue of I.C. 27-7-3.6 a fee of \$5 will be collected from the purchase 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 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.
 - c. Note: Please notify Pulaski County Abstract Company, Inc. prior to closing of any information you become aware of that is different than shown on this commitment (i.e. BANKRUPTCY, DISSOLUTION FILED IN ANOTHER COUNTRY, ESTATES or DECEASED PARTIES, ETC.) We reserve the right to make additional requirements and/or exceptions based upon any new information provided.
 - d. Payment in full and release of mortgages and liens included on Schedule B-ii.

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ALTA Commitment for Title Insurance 8-1-16

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(GIBSONFAMILYTRUST.PFD/23/01/114/6)

SCHEDULE B
(Continued)

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. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
- a. Computer Records indicate taxes for the year 2021 due and payable in 2022 in the amount of \$261.06 each installment. Being assessed in the name of The Gibson Family Trust. Based upon assessed value of land 40,700; improvements at 0; exemptions 0. Parcel No. 018-00059-00 State Parcel 66-05-10-100-004.000-018 (NE NE 10-30-4 40A) Land in Pulaski County, IN Both installments are shown as PAID.
- b. Computer Records indicate taxes for the year 2021 due and payable in 2022 in the amount of \$200.76 each installment. Being assessed in the name of The Gibson Family Trust. Based upon assessed value of land 31,300; improvements at 0; exemptions 0. Parcel No. 018-00060-00 State Parcel 66-05-11-200-001.000-018 (NW NW 11-30-4 40A) Land in Pulaski County, IN Both installments are shown as PAID.
- c. The above as shown on the computerized assessment records in the Office of the Treasurer of Pulaski County. Any possible additional or retroactive assessments or amounts billed including a reconciling statement, under IC 6-1.1 for taxes against the land, and all interest and penalties that may accrue. Informational Note: The Commitment and/or Policy does not insure the accuracy of tax information.
- d. NOTE: The real estate tax information set out above was taken from the Pulaski County Treasurer computer system on the date searched. This information, while believed to be accurate, at this time is subject to change without notice. Neither the Company nor its agent assumes or accepts any responsibility for loss, damage, cost or expense due to any change in the information reflected above.
- e. The acreage/square footage indicated in the legal description is solely for the purpose of identifying the land. This commitment/policy does not insure acreage or the exact quantity of land.

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ALTA Commitment for Title Insurance 8-1-16



(GIBSONFAMILYTRUSTPFD/23/01/114/6)

SCHEDULE B
(Continued)

- f. The land described in this commitment shall not be deemed to include any house trailer, mobile home, or mobile dwelling on the subject property.
- g. Taxes for the year 2022 payable in 2023 are a lien not yet due and payable.
- h. The Company assumes no liability for the accuracy of the amount of any exemptions affecting the property or the value of the land and improvements as shown herein. The property owner/purchaser is responsible for filing any property exemptions, credits or deductions. This commitment/policy does not insure against any loss or damage arising out of the subsequent assessments or taxes and any penalties and interest, due to any change in the land usage or loss of exemption.
- i. 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.
- j. Computer Records indicate that Annual Maintenance for the Antrim Ditch shown due as follows: Nothing currently due. May be perpetual.
- k. Computer Records indicate that Annual Maintenance for the Monon Ditch shown due as follows: May 2022 \$80.00 PAID November 2022 \$80.00 PAID. May be perpetual.
- l. Computer Records indicate that Annual Maintenance for the Hernisle Tile shown due as follows: May 2022 \$50.00 PAID November 2022 \$50.00 PAID. May be perpetual.
- m. Rights of the Public, the State of Indiana and/or the municipality, and others entitled thereto, in and to that part of the land taken or used for road purposes, including utility right of way.
- n. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
- o. Right of way for drainage, flow and maintenance of Antrim Ditch, Monon Ditch, and Hernisle Tile, together with an additional 75 foot right of way as provided by IC 36-9-27-33.
- p. Any conveyance and/or mortgage by the Trustee of the trust under which title is held must be accompanied by evidence of the continued existence of the Trust, the identity of the Trustee and evidence of authority with respect to the contemplated transaction.
- q. Subject to terms, provisions and conditions of the Trust under which title is held.
- r. County Health Ordinance, regulating the installation, construction, maintenance and operation of private sewage disposal systems in closely built-up areas and providing penalties for violation thereof, dated June 15, 1981, recorded September 4, 1985 in Miscellaneous Record No. 6, page 210.
- s. Pulaski County Flood Plain Zoning Ordinance, for the regulation of land use through zoning of the area within the unincorporated areas of the County of Pulaski, the jurisdiction of the Pulaski County Flood Plain Commission, and the establishment of improvement location permit procedures, adopted September 3, 1985 and recorded September 4, 1985 in Miscellaneous Record No. 6, page 211, and as revised September 22, 1992 and recorded September 23, 1992 in Miscellaneous Record No. 8, page 390, and revised May 15, 2000 and recorded May 26, 2000 as Document No. 20001115 and re-recorded June 13, 2000 at 9:06 AM as Document No. 20001245.
- t. By virtue of I.C. 27-7-3.6, a fee of \$5 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 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.

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ALTA Commitment for Title Insurance 8-1-16



(GIBSONFAMILYTRUST.PFD/23/01/114/6)

SCHEDULE B
(Continued)

- u. Effective July 1, 2006, any documents requiring a preparation statement which are executed or acknowledged in Indiana must contain the following affirmation statement as required by IC36-2-11-15: "I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document unless required by law. (Sign, Print or Type Name)." Additionally, pursuant to IC 35-2-73.5-6, a \$2.00 fee for each recorded document must be collected and deposited into the "County Identification Protection Fee" fund. Said fee has been collected by the County recorder since the law's inception in 2005 and will continue to be collected until further notice."
- v. Note: This commitment is based upon a search and examination of the public record information by Pulaski County Abstract Company, Inc., and also dba Fulton County Title. Utilization of the information contained herein by an entity other than Pulaski County Abstract Company, Inc. For the purpose of issuing a title commitment or policy for any or all of the proposed insured names on Schedule "A" shall be considered a violation of the proprietary rights of Pulaski County Abstract Company, Inc. and dba Fulton County Title of its search and examination work product.
- w. Note: Please notify Pulaski County Abstract Company, Inc., and also dba Fulton County Title prior to closing, of any information you become aware of that is different than shown on this commitment (i.e. BANKRUPTCY, DISSOLUTION FILED IN ANOTHER COUNTY, ESTATES or DECEASED PARTIES, ETC.). We reserve the right to make additional requirements and/or exceptions based upon any new information provided.
- x. NOTE: The Company takes no liability for unapproved land splits, unrecorded surveys or other matters that may lead to denial of land transfer by the county Auditor, nor for the accuracy of the address in Schedule A.
- y. This commitment or foreclosure guarantee commitment is furnished by Chicago Title Insurance Company or its policy issuing agent solely for the issuance of a policy or policies of title insurance of Chicago Title Insurance Company. This commitment is not an abstract of an opinion of title. Liability under this commitment is defined by and limited to the terms and conditions of this commitment and the title insurance policy to be issued. Persons and entities not listed above as proposed insured's are not entitled to rely upon this commitment for any purpose.
- z. Subject to Unified Development Document Zoning Ordinance Subdivision Control Ordinance Right to Farm Ordinance Wind Energy Convergence Ordinance Definitions & Procedures as recorded on June 18, 2012 at 1:46 PM as Document No. 20121243.
- Aa. 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, or 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.
- Ab. Rights or claims of parties in possession not shown by the public records.
- Ac. Liens or financing statements, if any, affecting crops growing or to be grown on the land.

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(GIBSONFAMILYTRUSTPFD/23/01/114/6)

Terms of Auction

Auction Company Use:

Bidder Number: _____

Last Name: _____

Auction Date: March 7, 2023, 6:00 am to March 7, 2023, 6:00 pm

Owner: The Gipson Family Trust

THIS PROPERTY is being offered upon the following terms and conditions:

1. The Property is being offered subject to confirmation or consent by the Seller
2. If the Bidder is the successful bidder, the Bidder will be expected to wire transfer a 10% non-refundable earnest money deposit to Pulaski County Abstract in Winamac, IN, within one (1) business day after the Auction. Wiring instructions will be provided to the highest bidder.
3. Auction Company will present the high bid to the Seller within two (2) hours after the auction. Seller shall have the option to accept or reject the Contract for four (4) hours after the auction. The auction Company shall notify the bidder as to Contract acceptance. If accepted, Bidder will be expected to close on or before April 15, 2023 at Pulaski County Abstract offices in Winamac, IN. The buyer will have possession of all the farmland day of closing.
4. This sale is not contingent upon the ability of the Bidder to secure financing, sell another property, or any contingencies whatsoever.
5. Bidder expressly warrants the purchase is being made in AS IS CONDITION and solely based upon Bidder's examination of the Property and without any expressed or implied warranties of the Auction Company or Seller. The property is sold, and the Bidder agrees to accept the Property in its present condition, **AS IS, with all faults, in all respects, subject to utility easements, zoning ordinances, and any other restrictions of record.** No warranties as to physical condition, environmental condition, habitability, suitability to a particular purpose, tenancies, or compliance with any laws, codes, or ordinances, including those relating to water

Supplies and septic systems ("Deficiencies") are made by the Seller unless specifically stated herein. **The property is being sold as is, where is.**

6. Any inspections previously made by Bidder or his/her/their representatives were done at Bidder's expense and for his/her/their information only. Cost and responsibility for curing Deficiencies, if any, is the Bidder's, and the correction and cure of any Deficiencies shall not be a condition of this sale or in any way affect the Bidder's obligations under this Contract.
7. **Property taxes:** the seller will pay all of 2022 payable in 2023 real estate taxes. The buyer will assume and pay all subsequent Real Estate taxes. **Closing fees**, if any, will be shared equally between Seller and Bidder except for those fees specific to Seller or Bidder, i.e., recording fees.
8. The Property is being sold with any previous tenant rights extinguished.
9. Risk of loss by damage or destruction to the Property before the closing shall be borne by Seller. In the event any such damage or destruction is not fully repaired before closing, Purchaser, as its option, may either (a) terminate this Agreement or (b) elect to close the transaction, in which event Seller's right to all insurance proceeds (if any) resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser.
10. The Seller shall be required, at his own expense, to furnish to the Bidder before the date of closing a preliminary binder of title insurance by a recognized title company showing insurable title to the Property. At the time of closing herein, the Seller shall tender to the Bidder a Warranty deed to the Property free and clear of all liens and encumbrances except for easements, restrictions, and covenants of record together with an owner's policy of title insurance. The title company will be Pulaski County Abstract and shall act as the closing agent concerning the closing of this sale.

11. The Auction Company was retained by the Seller and has functioned as an agent for the Seller exclusively throughout the transaction. I. C. 25-34.1-10-9.5 provides that the Licensee (Auction Company) has an agency relationship with and represents the Seller's interests as the Seller's agent to sell the Property. The auction company owes duties of trust, loyalty, confidentiality, accounting, and disclosure to the Seller. However, the Auction Company must deal honestly with bidders and disclose certain information to the bidders about the Property. All representations made by the Auction Company about the Property are made as the Seller's agent.
12. If the Bidder fails to comply with the sale terms, any Deposits made on account hereof shall be forfeited. The Seller shall be entitled to pursue all other available legal and equitable remedies against Bidder, including but not limited to holding Bidder liable for any deficiency resulting from the subsequent resale.
13. In case of any litigation arising from this sale or any breach thereof, the successful party shall be entitled to attorney fees and all litigation costs.
14. The sale will be governed by and construed following the laws of the State of Indiana.
15. By accepting these terms, Bidder agrees these terms will supersede all prior discussions, negotiations, and agreements, whether oral or written. Bidder agrees his/her actions shall be binding and obligatory upon the undersigned, their separate heirs, administrators, executors, assigns, and successors in the interest of the undersigned. Bidder may not assign the rights afforded the Bidder to any other party without the Seller's consent.
16. No amendment, alterations, or withdrawal of this Contract shall be valid or binding unless made in writing and signed by both Seller and Bidder.
17. If I am the successful bidder, I agree to immediately execute a Purchase Agreement in accordance with these terms at the end of the auction.

TO BE COMPLETED BY BIDDER(S):

I, _____, acknowledge that I have received, understand, and agree to be bound by the Terms of Sale for Real Property to be sold at auction.

Bidder's Signature

Printed

Date

Bidder's Signature

Printed

Date

Company Name (if Applicable)

Position with Company

Street Address

City, State, and Zip Code

Phone Number

Cell Phone Number

E-mail Address