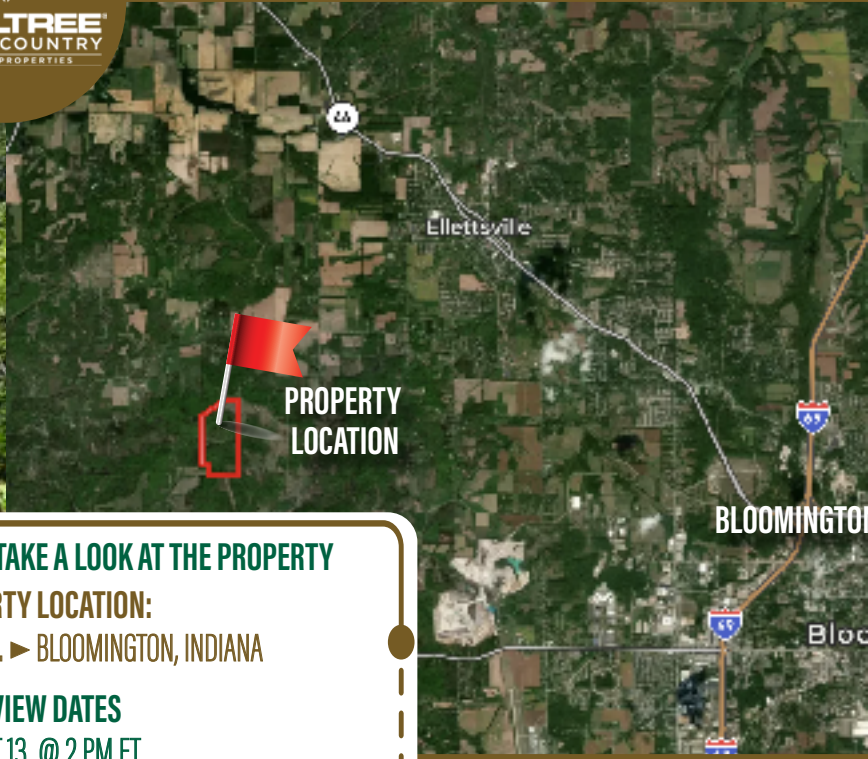


BID YOUR PRICE

find your freedom **200[±]** *acres*

Bid online through
SEPT. 15 · 11 AM ET



BE SURE TO STOP BY TO TAKE A LOOK AT THE PROPERTY

PROPERTY LOCATION:

9911 W. MALLORY RD. ► BLOOMINGTON, INDIANA

PREVIEW DATES

AUGUST 13 @ 2 PM ET

AUGUST 24 @ 6 PM ET

SEPTEMBER 5 @ 6 PM ET

SEPTEMBER 14 @ 6 PM ET



 **United
Country
Real Estate**

**Coffey Realty
& Auction**

for more information

UnitedCountryIN.com

812.822.3200

INDEX

LOCATION MAP

AERIAL MAP

TERMS & CONDITIONS

PROPERTY INFORMATION

PROPERTY DISCLOSURES

LEAD BASED PAINT DISCLOSURES

CAVE INFORMATION

TITLE COMMITMENT

BID CERTIFICATION

SAMPLE CONTRACT



Auction
Manager

Jimmie Dean Coffey | 812.360.6005 | jcoffey@unitedcountryin.com
Cody Coffey | 812.360.8383 | ccoffey@unitedcountryin.com

DISCLAIMER: All Information contained is believed to be accurate and from accurate resources. However, buyers are encouraged to do their own due diligence. United Country - Coffey Realty & Auction assumes no liability for the information provided.

LOCATION

MAP



AERIAL

MAP



TERMS & CONDITIONS

OF THE AUCTION

TERMS AND CONDITIONS

9911 W Mallory Rd, Bloomington, Indiana 47404 Monroe County - Richland Township

Legal Description:

PT S1/2 SW 19-9-2W 53.00A & 74.00A & 36.25A & 12.07A; PT NW NE 30-9 2W 6.39A; PT NE NW 30-9-2W 18.50 A
200.2 acres total per county GIS records

- The property will be offered for sale via a Public Online - Internet Bidding Platform
- All bids/ offers must be entered prior to September 15, 2023 - 11:00am EDT
- To be approved as a bidder a signed copy of the terms and conditions along with a signed bidder's certification must be received and approved by the auction office.
- All bidders must submit a current pre-approval letter from their lender or a Bank letter of proof of Funds to be approved as a bidder.
- Financing is not a Contingency; bidders must be prepared to pay cash at closing.
- This property will be sold subject to seller's approval, sells with an un-disclosed reserve.
- Property sells As-Is with no warranties expressed or implied. Bidders may perform their independent inspections prior to bidding.
- This property is Subject to prior sale (the property can be purchased prior to end of auction).
- The seller reserves the right to cancel the auction at any time prior to the final bid closing
- An **11%** buyer's premium will be added to the final bid and charged to the buyer at closing, the final bid plus the 11% buyer's premium will establish the final sales price.
- Any pre-auction offers must be made & presented to Listing Broker based on these Bidding Rules (Terms & Conditions).
- A "Down Payment" of \$25,000 must be paid by the successful bidder by direct wire transfer within 24 hours of acceptance of the purchase agreement. The down payment will be deposited with John Bethell Title Company.
- Upon the acceptance of the purchase agreement between the buyer and the seller, the down payment deposit will be non-refundable; your bidding is not conditional upon financing, so be sure you are prepared to pay cash at closing or have arranged your financing prior to bidding. The balance of the purchase price including the buyer's premium will be due via a wire transfer to the closing company, on delivery of insurable title on or before October 20, 2023
- The seller agrees to furnish buyer with an owner's policy of Title Insurance at closing. Preliminary title search provided in "Bidder's Info Packet".
- Real Estate Taxes will be prorated to the day of closing.
- Buyer will pay a Transaction Fee of \$275 at closing
- Closing shall take place at the office of: John Bethell Title Company, Bloomington, IN
- Closing fee will be paid by the buyer.
- Closing will be on or before October 20, 2023.
- Possession will be granted day of final closing
- Successful Bidder shall execute electronically a "Real Estate Purchase Agreement" for the property immediately after being declared Successful Bidder.
- United Country Real Estate and their representatives are exclusive agents of the Seller.

All announcements made up to the final close of the bidding take precedence over all advertising, oral or printed material.

- Preview dates & times:
 - August 13th @ 2:00pm. - August 24th @ 6:00pm. - September 5th @ 6:00pm - September 14th @ 6:00pm

The viewing of the property will be at the viewer's own risk. The Seller, Auctioneer nor the Listing Agency may not be held responsible for accidents.

For questions call or text Jimmie Dean Coffey or Cody Coffey at United Country Coffey Realty & Auction (812) 822-3200 office (812) 360-6005 Jimmie Dean's cell or (812) 360-8383 Cody's cell.

I do hereby agree to these Auction Terms & Conditions.

Bidder

PROPERTY INFORMATION

Discover the ultimate country retreat on 200± acres in western Monroe County, minutes from Bloomington.

This property boasts a charming 3-bedroom, 2-bathroom country home, barn, and outbuildings, perfect for your country living dreams. Surround yourself with abundant wildlife, ideal for whitetail deer and turkey hunting and enjoy a stocked pond, ATV and horse-riding trails, expansive woods, and open areas for recreational activities.

Catering to hunting enthusiasts, this property supports shared partnerships for up to 6 guns. Just a stone's throw from Ellettsville and Bloomington, with easy access to Indianapolis and Louisville. Don't miss the chance to own this prime slice of hunting property and country living.

Bidding closes September 15th at 11:00am EDT. Your ideal country home and hunting haven await!

Discover Your Perfect Retreat: Country Home on 200 Acres for Sale in Monroe County, Indiana

Welcome to your dream retreat just minutes away from the vibrant town of Bloomington. This idyllic 200-acre haven offers the perfect blend of tranquility and adventure, providing an array of opportunities for outdoor enthusiasts, nature lovers, and those seeking a secluded country lifestyle.

Situated at the heart of this property is a charming 3-bedroom, 2-bathroom country home that invites you to escape the hustle and bustle of city life. The warm and inviting atmosphere of the home calls you to unwind and create lasting memories with your loved ones. From the spacious living areas to the cozy bedrooms, every corner exudes comfort and relaxation.

Step outside to discover the true essence of this retreat. A well-appointed barn and various outbuildings stand ready to accommodate your hobbies and ventures. Whether you're an equestrian enthusiast seeking to explore the countryside on horseback or an avid hobbyist looking for a space to nurture your creations, these structures offer endless possibilities.

Nature enthusiasts will find their paradise here, surrounded by abundant wildlife that includes magnificent Whitetail deer, wild turkeys, and a diverse range of bird and animal species. The property's lush woodlands provide a natural sanctuary for these creatures, while open areas can be transformed into pastures or food plots to support wildlife conservation efforts.

A stocked pond glistens under the sun, inviting you to cast your line and reel in moments of serenity. Meandering ATV and horse-riding trails interweave throughout the property, inviting adventure and exploration at every turn. Whether you're traversing the trails on horseback or enjoying an ATV ride, the landscape offers the perfect backdrop for unforgettable experiences.

PROPERTY INFORMATION

For those with a passion for hunting, this retreat stands as a prime location for both solitude and camaraderie. Imagine embarking on hunting escapades with a group of friends, where the woods come alive with the rustling of leaves and the whisper of the wind. With potential for a shared hunting partnership of up to 6 guns, this property offers a unique opportunity to bond over shared passions while searching for that trophy deer.

Advantageously situated close to Ellettsville and Bloomington, Indiana, this retreat provides a harmonious blend of seclusion and convenience. Just an hour southwest of Indianapolis and two hours northwest of Louisville, KY, you can easily access city amenities while relishing in the tranquility of your private oasis.

As the sun sets over this remarkable 200-acre retreat, you'll find yourself immersed in a world where country living, outdoor adventures, and cherished moments converge.

Don't miss your chance to become the steward of this exceptional property. The highest bidder on September 15th, with bidding concluding at 11:00am EDT, will have the privilege of owning a piece of paradise that promises a lifetime of memories and boundless opportunities.

DISCLOSURES



SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE State Form 46234 (R6/6-14)

Date (month, day, year)
07/19/2023

Note: This form has been modified from the version currently found at 876 IAC 9-1-2 to include questions regarding disclosure of contamination related to controlled substances or methamphetamine as required by

P.L. 180-2014. Rule revisions will be made to 876 IAC 9-1-2 to include these changes in the near future, however the Commission has made this information available now through this updated form.

Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT ACTUAL KNOWLEDGE as of the above date. The prospective buyer and the owner may wish to obtain professional advice or inspections of the property and provide for appropriate provisions in a contract between them concerning any advice, inspections, defects, or warranties obtained on the property. The representations in this form are the representations of the owner and are not the representations of the agent, if any. This information is for disclosure only and is not intended to be a part of any contract between the buyer and the owner. Indiana law (IC 32-21-5) generally requires sellers of 1-4 unit residential property to complete this form regarding the known physical condition of the property. An owner must complete and sign the disclosure form and submit the form to a prospective buyer before an offer is accepted for the sale of the real estate.

Property address (number and street, city, state, and ZIP code) 9911 West Mallory Road, Bloomington, IN 47404

1. The following are in the conditions indicated:

A. APPLIANCES	None/Not Included/Rented	Defective	Not Defective	Do Not Know	C. WATER & SEWER SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know
Built-in Vacuum System	☒	☐	☐	☐	Cistern	☐	☐	☒	☐
Clothes Dryer	☐	☐	☒	☐	Septic Field/Bed	☐	☐	☒	☐
Clothes Washer	☐	☐	☒	☐	Hot Tub	☒	☐	☐	☐
Dishwasher	☐	☐	☒	☐	Plumbing	☐	☐	☒	☐
Disposal	☐	☐	☒	☐	Aerator System	☒	☐	☐	☐
Freezer	☒	☐	☐	☐	Sump Pump	☒	☐	☐	☐
Gas Grill	☒	☐	☐	☐	Irrigation Systems	☒	☐	☐	☐
Hood	☐	☐	☒	☐	Water Heater/Electric	☐	☐	☒	☐
Microwave Oven	☒	☐	☐	☐	Water Heater/Gas	☒	☐	☐	☐
Oven	☒	☐	☐	☐	Water Heater/Solar	☒	☐	☐	☐
Range	☐	☐	☒	☐	Water Purifier	☒	☐	☐	☐
Refrigerator	☐	☐	☒	☐	Water Softener	☒	☐	☐	☐
Room Air Conditioner(s)	☒	☐	☐	☐	Well	☒	☐	☐	☐
Trash Compactor	☒	☐	☐	☐	Septic and Holding Tank/Septic Mound	☐	☐	☒	☐
TV Antenna/Dish	☐	☐	☒	☐	Geothermal and Heat Pump	☐	☐	☒	☐
Other:	☐	☐	☐	☐	Other Sewer System (Explain)	☒	☐	☐	☐
MANUAL TRANSFER ECU	☐	☐	☒	☐	Swimming Pool & Pool Equipment	☒	☐	☐	☐
	☐	☐	☐	☐				Yes	No
	☐	☐	☐	☐	Are the structures connected to a public water system?			☐	☐
	☐	☐	☐	☐	Are the structures connected to a public sewer system?			☐	☐
	☐	☐	☐	☐	Are there any additions that may require improvements to the sewage disposal system?			☐	☐
	☐	☐	☐	☐	If yes, have the improvements been completed on the sewage disposal system?			☐	☐
	☐	☐	☐	☐	Are the improvements connected to a private/community water system?			☐	☐
	☐	☐	☐	☐	Are the improvements connected to a private/community sewer system?			☐	☐
B. Electrical System	None/Not Included/Rented	Defective	Not Defective	Do Not Know	D. HEATING & COOLING SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know
Air Purifier	☒	☐	☐	☐	Attic Fan	☒	☐	☐	☐
Burglar Alarm	☒	☐	☐	☐	Central Air Conditioning	☐	☐	☒	☐
Ceiling Fan(s)	☒	☐	☐	☐	Hot Water Heat	☒	☐	☐	☐
Garage Door Opener / Controls	☒	☐	☐	☐	Furnace Heat/Gas	☒	☐	☐	☐
Inside Telephone Wiring and Blocks/Jacks	☐	☐	☒	☐	Furnace Heat/Electric	☐	☐	☒	☐
Intercom	☒	☐	☐	☐	Solar House-Heating	☒	☐	☐	☐
Light Fixtures	☐	☐	☒	☐	Woodburning Stove	☒	☐	☐	☐
Sauna	☒	☐	☐	☐	Fireplace	☐	☐	☒	☐
Smoke/Fire Alarm(s)	☐	☐	☒	☐	Fireplace Insert	☒	☐	☐	☐
Switches and Outlets	☐	☐	☒	☐	Air Cleaner	☒	☐	☐	☐
Vent Fan(s)	☐	☐	☒	☐	Humidifier	☒	☐	☐	☐
60/100/200 Amp Service (Circle one)	☐	☐	☐	☐	Propane Tank	☒	☐	☐	☐
Generator	☒	☐	☐	☐	Other Heating Source	☒	☐	☐	☐

NOTE: Means a condition that would have a significant "Defect" adverse effect on the value of the property, that would significantly impair the health or safety of future occupants of the property, or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller	<i>Greg Abram</i>	Signature of Buyer	
Signature of Seller		Signature of Buyer	
The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.			
Signature of Seller (at closing)		Signature of Seller (at closing)	

DISCLOSURES

Property address (number and street, city, state, and ZIP code) 9911 West Mallory Road, Bloomington, IN 47404			
2. ROOF	YES	NO	DO NOT KNOW
Age, if known Years.	☐	☐	☒
Does the roof leak?	☐	☒	☐
Is there present damage to the roof?	☐	☒	☐
Is there more than one layer of shingles on the house?	☐	☐	☒
If yes, how many layers?	☐	☐	☒
	☐	☐	☐
3. HAZARDOUS CONDITIONS	YES	NO	DO NOT KNOW
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?	☐	☒	☐
Is there any contamination caused by the manufacture or a controlled substance on the property that has not been certified as decontaminated by an inspector approved under IC 13-14-1-15?	☐	☒	☐
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?	☐	☒	☐
Explain:			
E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS: (Use additional pages, if necessary)			

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

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller 	Signature of Buyer
Signature of Seller	Signature of Buyer

The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.

Signature of Seller (at closing)	Signature of Seller (at closing)
----------------------------------	----------------------------------



FORM #03.



LEAD BASED PAINT DISCLOSURES



LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards (SALES)

For use only by members of the Indiana Association of REALTORS®

PROPERTY ADDRESS: 9911 West Mallory Road, Bloomington, IN 47404

LEAD WARNING STATEMENT

Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE

(a.) Presence of lead-based paint and/or lead-based paint hazards: (check (i) or (ii) below)

- (i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
- (ii) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b.) Records and reports available to the seller: (check (i) or (ii) below)

- (i) ☐ Seller has provided the buyer with all available records and reports including Seller's Residential Real Estate Sales Disclosure form, if applicable, pertaining to lead-based paint and/or lead-based paint hazards in the housing (list and attach documents below): _____
- (ii) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

BUYER'S ACKNOWLEDGEMENT (initial)

- (c.) ☐ Buyer has received copies of all information listed above.
- (d.) ☐ Buyer has received the pamphlet Protect Your Family From Lead In Your Home.
- (e.) ☐ Buyer has (check (i) or (ii) below):
- (i) ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards;
- OR
- (ii) ☐ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

BROKER'S ACKNOWLEDGMENT (initial)

- (f.) ☒ Broker has informed the seller of seller's obligations under the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) and is aware of Broker's responsibility to ensure compliance. (NOTE: where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.)

9911 West Mallory Road, Bloomington, IN 47404
(Property Address)

LEAD BASED PAINT

DISCLOSURES

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

This *Certification and Acknowledgment* 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 *Certification and Acknowledgment* 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.

BUYER'S SIGNATURE _____ DATE _____

PRINTED _____

BUYER'S SIGNATURE _____ DATE _____

PRINTED _____

SELLING BROKER _____ DATE _____

SEALER'S SIGNATURE Jerry Abram 7-19-23 DATE _____

PRINTED Jerry A. Abram

SELLER'S SIGNATURE _____ DATE _____

PRINTED _____

LISTING BROKER [Signature] 7/19/23 DATE _____



Prepared and provided as a member service by the Indiana Association of REALTORS®, Inc. (IAR). This form is restricted to use by members of IAR. This is a legally binding contract, if not understood seek legal advice.
Form #37. Copyright IAR 2023



9911 West Mallory Road, Bloomington, IN 47404

(Property Address)

CAVE

INFORMATION

Greetings, Jerry and Marie Abram!

On the afternoon of Monday, January 19th a friend of mine and I paid a visit to inquire about visiting the two caves on your property. First of all, Marie, I'd like to thank you for the very kind treatment you gave us. You were trying to get your grandson to nap at the time, but you not only took time to chat with us, but even shared some wonderful homemade cookies. YUM!!

A huge thanks goes to both of you for your policy of allowing cavers access to your property. I can't blame you one bit if you had discontinued that access, especially after hearing some of the stories Marie told us about the many incidents out there, including inconsiderate visitors, torn down fences, and rescues. It is indeed the few that often spoil it for the many, but you have been super-tolerant, and on behalf of the many cavers that enjoy the pit, THANK YOU!!

The main purpose of our visit that day was to obtain GPS (global positioning satellite) coordinates for both the pit and small cave, which we were able to do. We collect and update data for a non-profit group called the Indiana Cave Survey, which is all volunteer work. One of the things we do as well is survey and produce maps of caves that haven't been mapped before. Maps had been made for your caves back in 1968 or so, and I was surprised to find that you didn't have copies. I originally intended on just giving you copies of the existing maps. However, I wanted you to have something that looked nicer, so I scanned the maps and basically retraced them, but made them look nicer by putting new text and realigning some things. I don't know if people ever ask you for map copies, but if the occasion arises and you desire to share them, I have included a few copies for that purpose as well. I hope you like them.

Lastly, I just want you to be aware that should you ever get tired of inconsiderate cavers, there is a group here in Indiana called the Indiana Karst Conservancy that formed back in 1986. They now have extensive experience helping landowners manage their caves, including from a legal perspective as well. They realize the pitfalls (pun intended here) many landowners experience, and try to work with them to keep caves accessible to cavers but with restrictions that often help reduce landowner burden. If you should ever want to talk to someone about helping manage Freeman Pit, please contact me and I can put you in touch with someone from the IKC that would be glad to speak with you. I am not trying to persuade you to do this; I just want you to know that the option is available.

Once again, thanks for being such wonderful people. You have a beautiful house and property, and it is indeed a privilege to have access to the caves. By the way, it turns out that my supervisor Julie Stines' dad once worked for or with Jerry. Her maiden name is Campbell. Oh, and finally...keep that young Spider Man in line!!

Sincerely,

Dave Everton

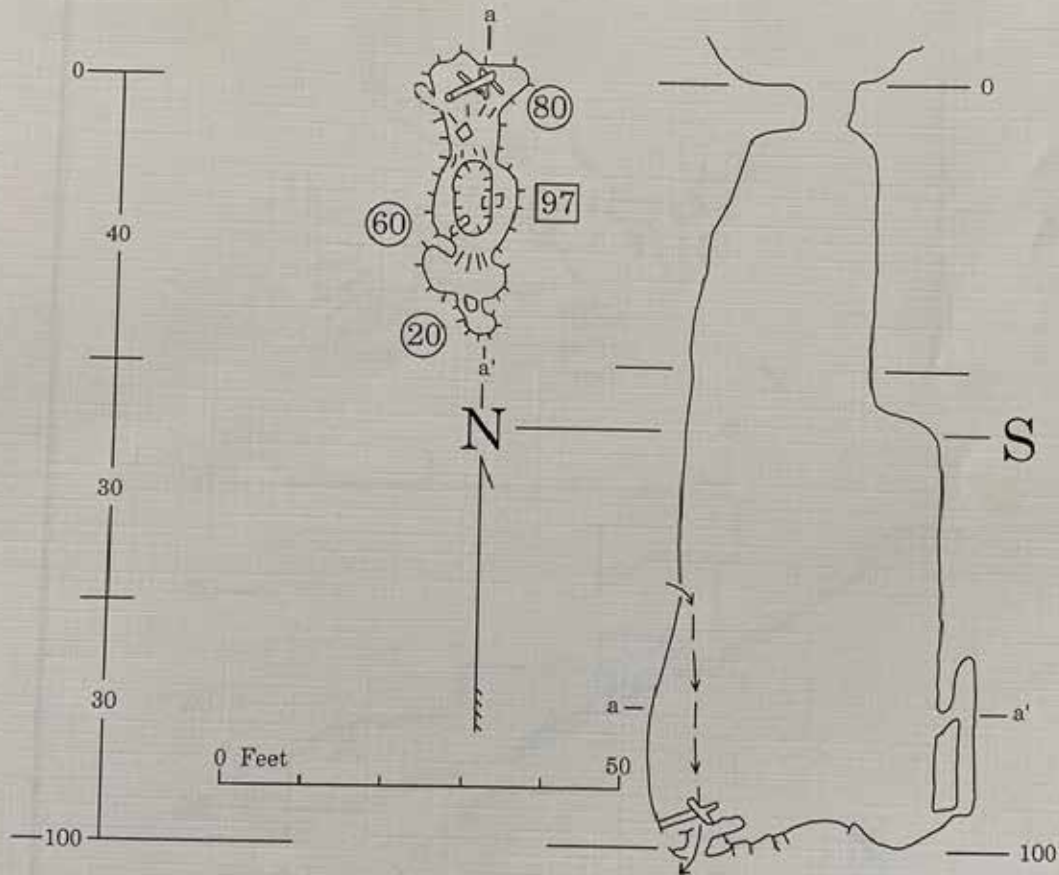
Work: 855-7361 Home: 824-4380

e-mail: deverton@indiana.edu

Freeman Pit

Monroe County, Indiana

Whitehall Quadrangle



Sketch Map by J. Staples,
D. McLeod, M. Minton, & B. Brackin
MIG
11/10/68

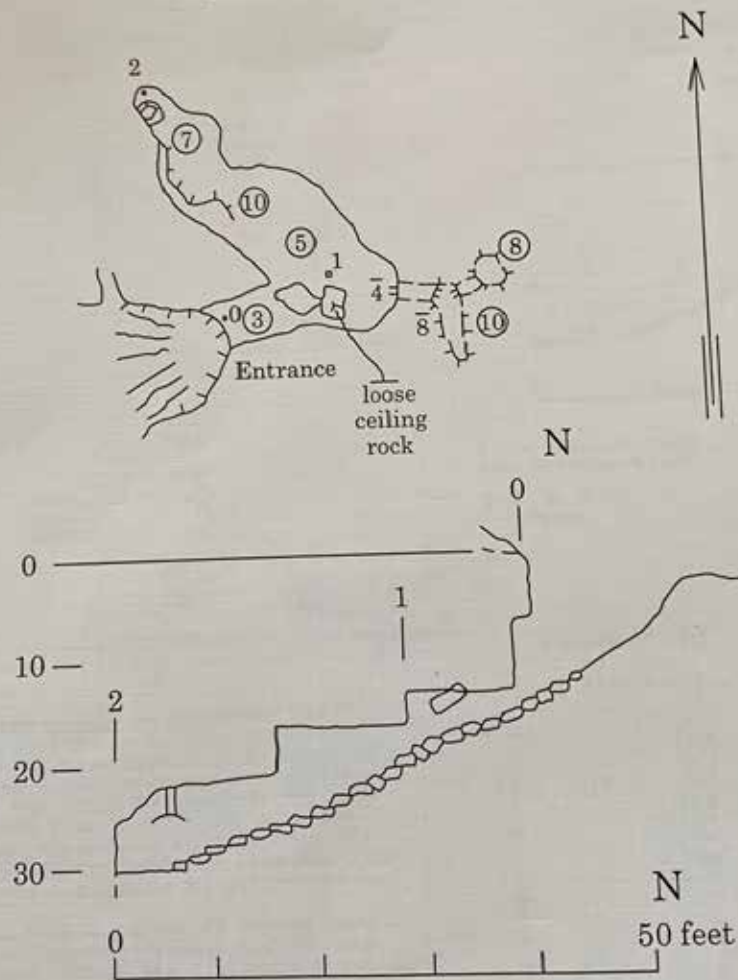
drawn by Mark Minton
Mid Illinois Grotto Newsletter
Cartography adjustments 2/6/02 by D. Everton

CAVE

INFORMATION

Freeman Cave Monroe County, Indiana Whitehall Quadrangle

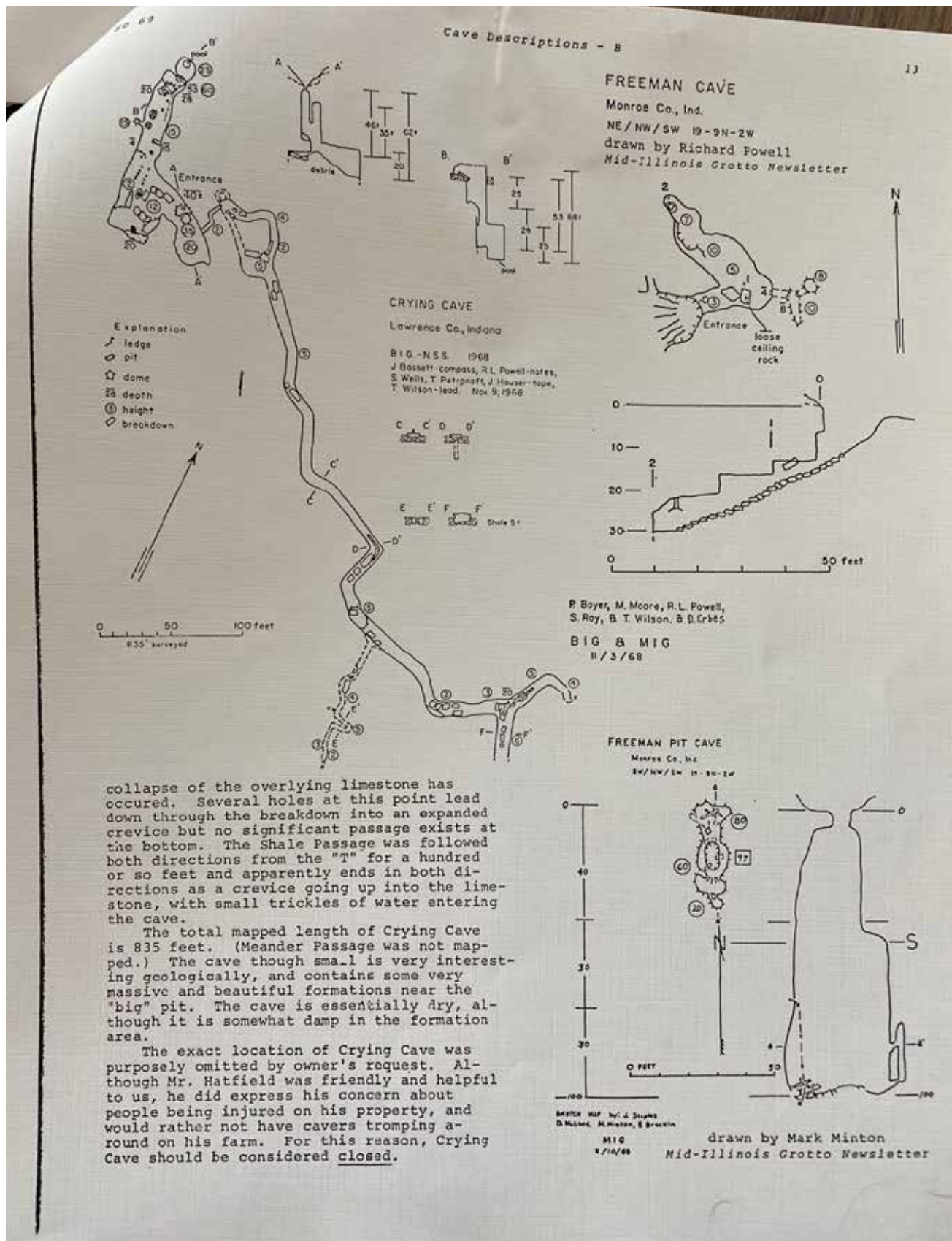
drawn by Richard Powell
Mid Illinois Grotto Newsletter
Cartography adjustments 2/6/02 by D. Everton



P. Boyer, M. Moore, R.L. Powell,
S. Roy, T. Wilson, & D. Erbes
BIG & MIG
11/3/68

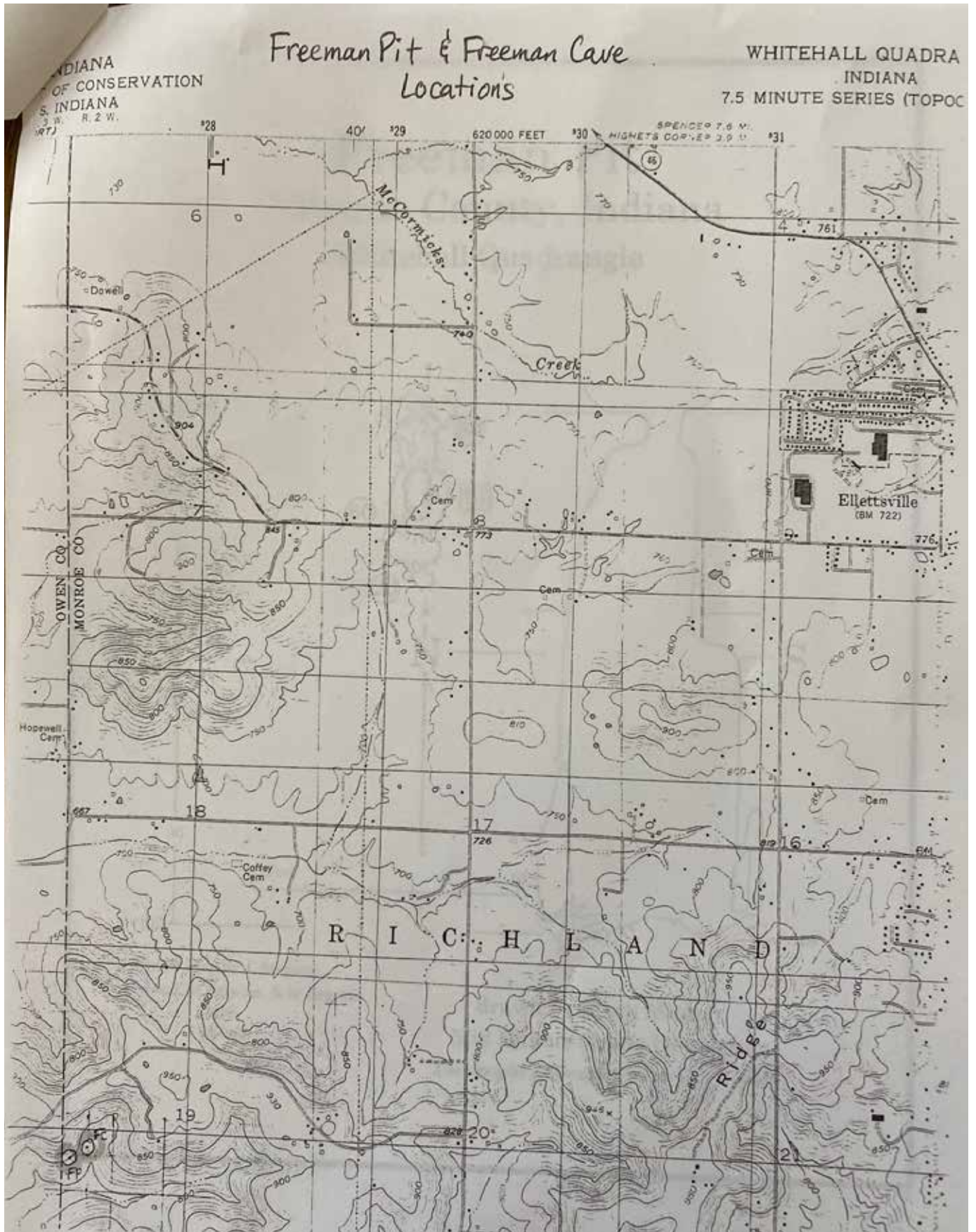
CAVE

INFORMATION



CAVE

INFORMATION



TITLE COMMITMENT

Page 1 of 8



FIRST AMERICAN TITLE INSURANCE COMPANY

ALTA COMMITMENT

SCHEDULE A

COMMITMENT NO. 53-04370-H-1

Address Reference:

9911 W. Mallory Road & W. Howard Road
Bloomington, IN 47404

1. Commitment Date: **July 17, 2023 at 12:00 AM**

2. Policy (or policies) to be issued:

a. ALTA Owners Policy (06/17/06)

Policy Amount
To Be Determined

For one-to-four family residential properties and lots in recorded subdivisions and titled in individuals an ALTA 2008 policy will be issued. For all other transactions an ALTA 2006 policy will be issued.

Proposed Insured: **A Legally Qualified Entity Yet To Be Determined**

b.

Policy Amount
\$

Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is *Fee Simple*.

4. Title to the *Fee Simple* interest in the land described or referred to in this Commitment is, at the Commitment Date, vested in:

Jerry A. Abram, of legal age

5. The land referred to in this Commitment, situated in the County of **Monroe**, State of Indiana, is described as follows:

The Southwest Quarter of Section 19, Township 9 North, Range 2 West, Monroe County, Indiana, containing 105.25 acres more or less.

Also, a part of the North half of Section 19, Township 9 North, Range 2 West, Monroe County, Indiana, described as follows: Beginning at the Southwest corner of the Northwest Quarter of the said Section 19,

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Phone: (812)339-8434 Fax: (812)333-5063

Email: customerservice@johnbtitle.com

TITLE COMMITMENT

Page 2 of 8

SCHEDULE A (Continued)

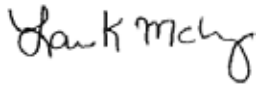
thence North for 321.75 feet to the centerline of a county road, thence along said road centerline the following directions and dimensions: North 62 degrees 25 minutes East for 219.00 feet, North 51 degrees 35 minutes East for 264.80 feet, North 63 degrees 18 minutes East for 614.20 feet, North 52 degrees 03 minutes East for 616.90 feet, South 88 degrees 14 minutes East for 733.00 feet, thence South 01 degree 37 minutes East for 1220.44 feet, thence West for 2169.40 feet and to the point of beginning. Containing 45.69 acres, more or less.

Also, a part of the Southeast quarter of Section 19, Township 9 North, Range 2 West, Monroe County, Indiana, described as follows: Beginning at the Southwest corner of the said Southeast Quarter, thence North for 2640.00 feet, thence East for 398.81 feet, thence South for 2640.00 feet, thence West for 398.81 feet and to the point of beginning. Containing 24.17 acres, more or less.

Also, a part of the North Half of the North Half of Section 30, Township 9 North, Range 2 West, Monroe County, Indiana, described as follows: Beginning at a point 412.50 feet East of the Northwest corner of the said Section 30, thence East for 1718.81 feet, thence South for 643.50 feet, thence West for 1718.81 feet, thence North for 643.50 feet, and to the point of beginning. Excepting thereof one-half acre upon which there formerly stood a barn, said one-half acre so excepted formerly owned by John W. Bradford. Containing after said exceptions 24.89 acres, more or less.

Containing in all tracts 200.00 acres, more or less.

Authorized Signatory



Laura McKinney
Title Examiner
John Bethell Title Company Inc.

End of Schedule A
First American Title Insurance Company

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TITLE COMMITMENT

Page 3 of 8

SCHEDULE B - SECTION I REQUIREMENTS

COMMITMENT NO. 53-04370-H-1

The following requirements must be met:

- A. 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.
- B. Pay the agreed amounts for the interest in the land and/or mortgage to be insured.
- C. Pay us the premiums, fees and charges for the policy.
- D. Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded.

NOTICE OF REQUIREMENT - WIRE TRANSFER OF CLOSING FUNDS

Effective July 1, 2009 Indiana law prohibits disbursement of closings unless all necessary funds required are wire transferred to the settlement agent's escrow account. (see I.C. 27-7-3.7) The law applies to all parties including lenders, buyers, sellers and real estate professionals. If the total of funds required from any single party to the transaction is less than \$10,000 a cashiers or certified check may be substituted. Corporate checks from licensed real estate brokerage companies specifically for earnest money and less than \$10,000 are also acceptable.

- 1. We must be furnished with a fully executed copy of the Purchase Agreement for PT NW NE 30-9-2W 6.39A, Parcel ID(s): 53-04-30-200-002.000-011.
 - 2. Execution and recordation of a Warranty Deed from Jerry A. Abram, of legal age, to A Legally Qualified Entity Yet To Be Determined.
 - 3. Vendor's Affidavit in satisfactory form executed by Jerry A. Abram, of legal age, should be furnished us at closing.
- E. Payment of \$5 Title Insurance Enforcement Fund fee required by IC 27-7-3 for each policy issued in connection with the transaction.

**End of Schedule B - I
First American Title Insurance Company**

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TITLE COMMITMENT

Page 4 of 8

SCHEDULE B - SECTION II EXCEPTIONS

COMMITMENT NO. 53-04370-H-1

The policy will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Taxes or special assessments which are not shown as existing liens by the Public Records.
2. Any facts, rights, interests or claims which are not shown by the public record but which could be ascertained by an accurate survey of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances or claims thereof, which are not shown by the public record.
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 and not shown by the Public Records
5. Any lien or right to lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
6. 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 covered by this Commitment.
7. Any liens, encumbrances, requirements and other matters shown in Schedule B – I and not released or otherwise disposed of to our satisfaction.
8. Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.
9. Rights or Way for drainage ditches, titles, feeders and laterals, if any.
10. Rights of the Public and the State of Indiana and to that part of the premises taken or used for alley or road purposes, including utility rights of way.
11. Easement in favor of Utilities District of Western Indiana, REMC for electrical transmission and distribution line or system and incidental purposes recorded June 6, 1975 in Deed Record 234, page 420.
12. Taxes for the year 2022 due and payable 2023 a lien now payable.
Taxes are assessed in the name of owner as shown in Schedule A, Paragraph 4.
Taxing Authority: Richland Township.
Duplicate Number: 53-04-19-300-001.000-011 (PT S1/2 SW 19-9-2W 53A, 74A, 36.25A & 12.07A).
Assessed Value - Land: \$103,800;
Improvements: \$222,600;
Exemptions: \$0, Credits: \$45,000-H; \$62,160-HSUPP
May installment in the amount of \$1,814.48 is PAID;
November Installment in the amount of \$1,814.48 is UNPAID;
Prior Year Delinquencies: \$0.00 . Penalties and/or Adjustments: \$0.00
STORM WATER FEES:
May Installment in the amount of \$37.88 is PAID. November Installment in the amount of \$37.88 is

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TITLE COMMITMENT

Page 5 of 8

SCHEDULE B - SECTION II (Continued)

UNPAID.

Total amount due to pay all outstanding taxes, delinquencies and penalties \$1,852.36.

13. Taxes for the year 2022 due and payable 2023 a lien now payable.
Taxes are assessed in the name of owner as shown in Schedule A, Paragraph 4.
Taxing Authority: Richland Township.
Duplicate Number: 53-04-30-200-003.000-011 (PT NE NW 30-9-2W 18.50A).
Assessed Value - Land: \$6,100;
Improvements: \$0;
Exemptions: \$0, Credits: \$0
May installment in the amount of \$51.40 is PAID;
November Installment in the amount of \$51.40 is UNPAID;
Prior Year Delinquencies: \$0.00 . Penalties and/or Adjustments: \$0.00
STORM WATER FEES:
May Installment in the amount of \$0.00 is N/A. November Installment in the amount of \$0.00 is N/A.
Total amount due to pay all outstanding taxes, delinquencies and penalties \$51.40.
14. Taxes for the year 2022 due and payable 2023 a lien now payable.
Taxes are assessed in the name of owner as shown in Schedule A, Paragraph 4.
Taxing Authority: Richland Township.
Duplicate Number: 53-04-30-200-002.000-011 (PT NW NE 30-9-2W 6.39A).
Assessed Value - Land: \$4,500;
Improvements: \$0;
Exemptions: \$0, Credits: \$0
May installment in the amount of \$37.92 is PAID;
November Installment in the amount of \$37.92 is UNPAID;
Prior Year Delinquencies: \$0.00 . Penalties and/or Adjustments: \$0.00
STORM WATER FEES:
May Installment in the amount of \$0.00 is N/A. November Installment in the amount of \$0.00 is N/A.
Total amount due to pay all outstanding taxes, delinquencies and penalties \$37.92.
15. Taxes for the year 2023 payable 2024 and thereafter, a lien but not yet due or payable.

The company does not insure that the land described in paragraph 4 of schedule A accurately comprises any acreage or area referred to therein.

This commitment is furnished by the company or its policy issuing agent solely for the issuance of a policy or policies of title insurance of the company. This commitment is not an abstract or 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. This commitment is not binding on the company until such time as the proposed insured and policy amounts are specifically identified in Schedule A, Paragraph 2. Persons and entities not listed as proposed insured's are not entitled to rely upon this commitment for any purpose.

Note: Unless otherwise shown above, there are no recorded judgments against any parties having an interest in the land described in Schedule A that have priority over the interests to be insured.

Note: Exceptions 1 through 4, above, will be deleted for any loan policy committed to be issued. All applicable ALTA Endorsement forms including 4, 5, 6, 6.2, 8.1 and 9 will be issued with the loan policy.

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TITLE COMMITMENT

Page **6** of **8**

SCHEDULE B - SECTION II (Continued)

End of Schedule B - II
First American Title Insurance Company

Issuing Agent: John Bethell Title Company, Inc., 2626 South Walnut Street, Bloomington, IN 47401
Phone: (812)339-8434 Fax: (812)333-5063

Email: customerservice@johnbtitle.com Residential Commitment

53-04370-H

TITLE COMMITMENT

Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy/>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.

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Phone: (812)339-8434 Fax: (812)333-5063
Email: customerservice@johnbtitle.com

TITLE

COMMITMENT

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale. We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of **personal information** we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in <https://www.firstam.com/privacy-policy>. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

Notice of Sale. We have not sold the **personal information** of California residents in the past 12 months.

Notice of Disclosure. To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

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Phone: (812)339-8434 Fax: (812)333-5063
Email: customerservice@johnbtitle.com

BID CERTIFICATION

DOCUMENT

Internal Office Use

Received

Date

Time

By

Approved By



**Coffey Realty
& Auction**

BID CERTIFICATION

I acknowledge this is a confirmation auction and that my offer will be subject to the Seller's (Personal Representatives) approval.

By signing this certification and returning it to the offices of United Country – Coffey Realty & Auction, or an employee therein, **I hereby certify** that:

1. I acknowledge that I have received a complete PIP (Property Information Packet).
2. I have read the auction rules and bidding format as set out by the Auctioneers and contained in the PIP and I completely understand them.
3. I understand that the terms and rules of the auction will be strictly enforced and that there will be no exceptions.
4. I currently have sufficient funds to meet the "Deposit" and "Further sum" requirements as called for by the agreement of purchase and sale.
5. I have examined the proposed agreement of purchase and sale given to me as part of the PIP and understand that it is a legally binding contract and is not contingent upon financing or anything else.
6. I understand that if I am the successful bidder, I will be required to sign the agreement of purchase and sale immediately upon notice of being the successful bidder. I agree to complete and sign the agreement of purchase and sale immediately upon such transmitted notice.
7. I understand that the Auctioneers are working for the Seller and there is no relationship of dual agency.
8. I understand that my registration for the auction will not be accepted without providing ALL of the information below and signing and returning a copy of the Terms & Conditions of this auction and by doing so you are agreeing to the terms of the auction.
9. I understand that I am responsible for the down payment and that my credit card below will be charged for the deposit if the wire transfer is not received by the time stated on the terms and conditions of the auction.

Property Address: 9911 W. Mallory Rd., Bloomington, IN 47404

Printed Name: _____

Bidder Address: _____

Phone: _____

Email Address: _____

Signature: _____

Return to: 434 South Walnut Street, Bloomington, IN 47401

Phone: (812) 822-3200

E-mail: jcoffey@UnitedCountryIN.com cc: pcoffey@UnitedCountryIN.com

CONTRACT

SAMPLE PURCHASE CONTRACT



Coffey Realty
& Auction

REAL ESTATE AUCTION PURCHASE CONTRACT

This Contract of sale made and entered this 15 day of September 2023, by and between
Jerry A. Abram hereinafter called the Seller(s) and
_____ hereinafter called the Buyer(s):

The Buyer hereby agrees to purchase, the Seller hereby agrees to sell this property in "As is" condition
(except conditions stated in statement of sale and Terms & Conditions)

Located at and commonly known as: 9911 W. Mallory Rd. in the City of
Bloomington County of Monroe and State of Indiana.

Legally described as: 007-00150-00 PT S1/2 SW 19-9-2W 53.00A & 74.00A & 36.25A & 12.07A;
007-00175-00 PT NW NE 30-9-2W 6.39A; 007-00170-00 PT NE NW 30-9-2W 18.50 A

Buyer herewith agrees to deposit with John Bethell Title Company, Inc., \$ 25,000.00 and 00/100
dollars, as non-refundable earnest money deposit, and the balance of the purchase price will be due on
delivery of clear title.

Seller(s) agrees to furnish a Warranty Deed with insurable title. Free from all encumbrances, and an
Owners Title Insurance Policy at closing. If the seller is unable to convey clear and marketable title the
buyer's down payment can be refunded.

Seller will furnish the buyer with an Owners Policy of Title Insurance at closing.

Real Estate Taxes: Will be pro-rated to date of closing.

Closing shall take place on or before October 20, 2023 and shall take place at the
office of John Bethell Title Company, Inc., 2626 S. Walnut Street, Bloomington, IN 47401.

The buyer will pay the closing fee.

Possession is to be given day of final closing.

Buyer agrees to pay all cost of obtaining a loan to include preparing and recording Deed & note, Title
Opinion if desired.

Title is to be conveyed subject to all restrictions, easement and covenants of record, subject to zoning
ordinance or laws of any governmental authority. These premises are to be in the same condition as
they are as of the date of this contract, ordinary wear and tear excepted. Seller is expected to bear risk
of loss through the date of deed. In the event the premises are wholly or partially destroyed before the
consummation of the transaction or delivery of the final papers, the Buyer shall elect or choose whether
or not he will go through with the transactions, and in the event he chooses to go through with it, all
insurance damages collectible as a result of the damage or destruction shall be assigned to him, the
Buyer. If he chooses not to go through with the transaction, any earnest money held in escrow will be
refunded in full.

CONTRACT

SAMPLE PURCHASE CONTRACT

Time being of the essence of this agreement, if the Buyer shall fail or refuse to perform this agreement of Buyer's part, and the Seller shall be ready and willing to perform, the Seller shall be entitled to retain the entire down payment / earnest money as liquidated damages for the breach of this agreement. "All successful bidders will be required to sign a note for the deposit amount. Note shall become null and void when undersigned shall complete all requirements for closing as set out in this contract."

Per the terms & conditions as contained herein and announced in "statement of sale", the property sells as shown below. This contract is subject to clearance of any check presented to and payable to: **John Bethell Title Co.**

High Bid Selling Price \$.00

Plus Buyer's Premium \$.00

Total Purchase Price \$.00

Less Down Payment \$ 25,000.00

Total Due at Closing \$.00

This offer will expire if not accepted on or before: September 16, 2023 at 11:00am

Purchased By:

Buyer Date

Printed Phone

Buyer Address: City State Zip

Buyer Date

Printed Phone

Buyer Address: City State Zip

Buyer Date

Printed Phone

Buyer Address: City State Zip

Names for Deed:

Accepted By:

Seller Date

Jerry A. Abram Time:

Printed

Seller Date

Printed

CONTRACT

SAMPLE PURCHASE CONTRACT



Coffey Realty
& Auction

PROMISSORY NOTE

**9911 W. Mallory Road
Bloomington, Indiana
Richland Township, Monroe County**

\$25,000.00
Amount

September 15, 2023
Date

FOR VALUE RECEIVED, the undersigned promises to pay by wire transfer to the Order of:
John Bethell Title Company, Inc.
2626 S. Walnut Street
Bloomington, IN 47401

The Sum of Twenty-five thousand and No/dollars (\$25,000.00), as a deposit for the purchase of real estate described in Contract of even date herewith and attached hereto executed the undersigned, payable at the closing of said Contract.

This promissory note shall bear no interest until the date of closing of the Contract; thereafter it shall bear interest at the highest rate allowable by law.

This Note shall become null and void if and when the undersigned shall complete all requirements for closing as set out in the attached Contract. If said requirements are not fulfilled this Note shall be fully enforceable at law.

If this Note is placed in the hands of an attorney for collection, by suite or otherwise, the undersigned agree to pay all costs of collection and litigation together with a reasonable attorney's fee.

Signature

Date: _____

Signature

Date: _____