



IMPORTANT SOUTHERN INDIANA PUBLIC REAL ESTATE AUCTION

**Three Warrick County Farms Totaling 453+/- Acres with 2 Homes;
& a Spencer County River Cabin – All Offered in 11 Tracts!**

SOHN
& Associates, Ltd



LIVE AUCTION DATE: SATURDAY NOVEMBER 9th at 12:00 NOON

LIVE AUCTION LOCATION: WARRICK CO. 4H CENTER (ALCOA BUILDING)

Dear Prospective Bidder,

On behalf of the Alan G. Bennett Living Trust, the Bennett Family, and everyone at Sohn & Associates, we would like to thank you for your interest in this outstanding auction opportunity!

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

An auction representative will be at each auction site **TUESDAY**
OCTOBER 29th from 3:00 PM to 6:00 PM

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

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

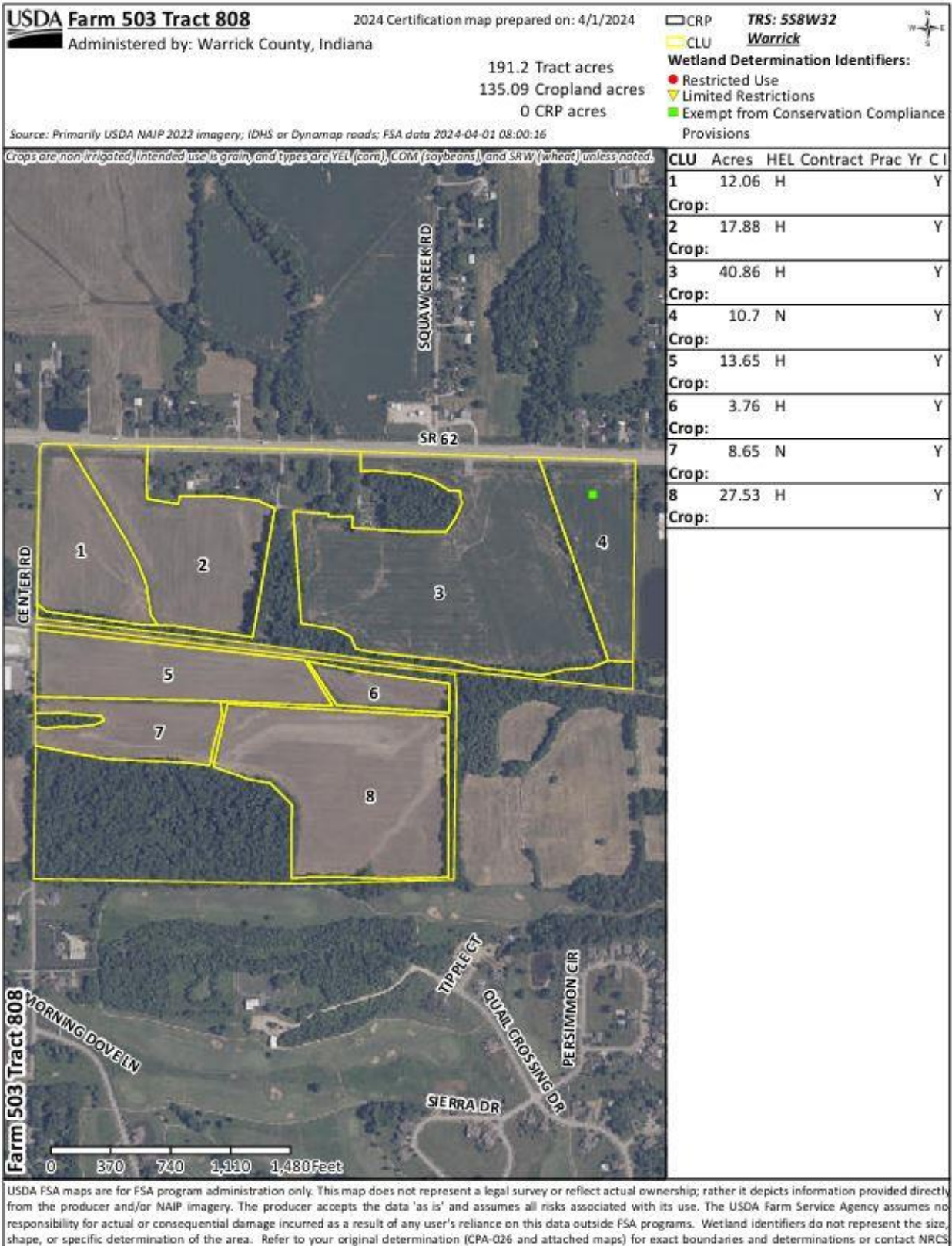
Tracts 1-5 - "West Farm" Totaling 176 +/- Acres with 2 Homes

Property Location: From Evansville, IN go East on IN-62 / E Morgan Ave. Continue through Chandler approximately 1.8 miles to the property on your right. (Property fronts on SR 62 and N Center Rd just West of the Boonville Walmart)



Traverse PC

FSA Data



INDIANA

WARRICK

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 503

Prepared : 9/9/24 8:47 AM CST

Crop Year : 2024

Operator Name :
CRP Contract Number(s) : None
Recon ID : None
Transferred From : None
ARCPLC G/IF Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
191.20	135.09	135.09	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD	
0.00	0.00	135.09	36.00		0.00	0.00	0.00	0.00	

Crop Election Choice

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

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	30.71	0.00	46	
Corn	66.20	0.00	116	
Soybeans	63.19	0.00	37	
TOTAL	160.10	0.00		

NOTES

Tract Number : 808
Description : 032-005S-008W
FSA Physical Location : INDIANA/WARRICK
ANSI Physical Location : INDIANA/WARRICK
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners :
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
191.20	135.09	135.09	0.00	0.00	0.00	0.00	0.0

INDIANA

WARRICK

Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 503

Prepared : 9/9/24 8:47 AM CST

Crop Year : 2024

Tract 808 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	135.09	36.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	30.71	0.00	46
Corn	66.20	0.00	116
Soybeans	63.19	0.00	37
TOTAL	160.10	0.00	

NOTES

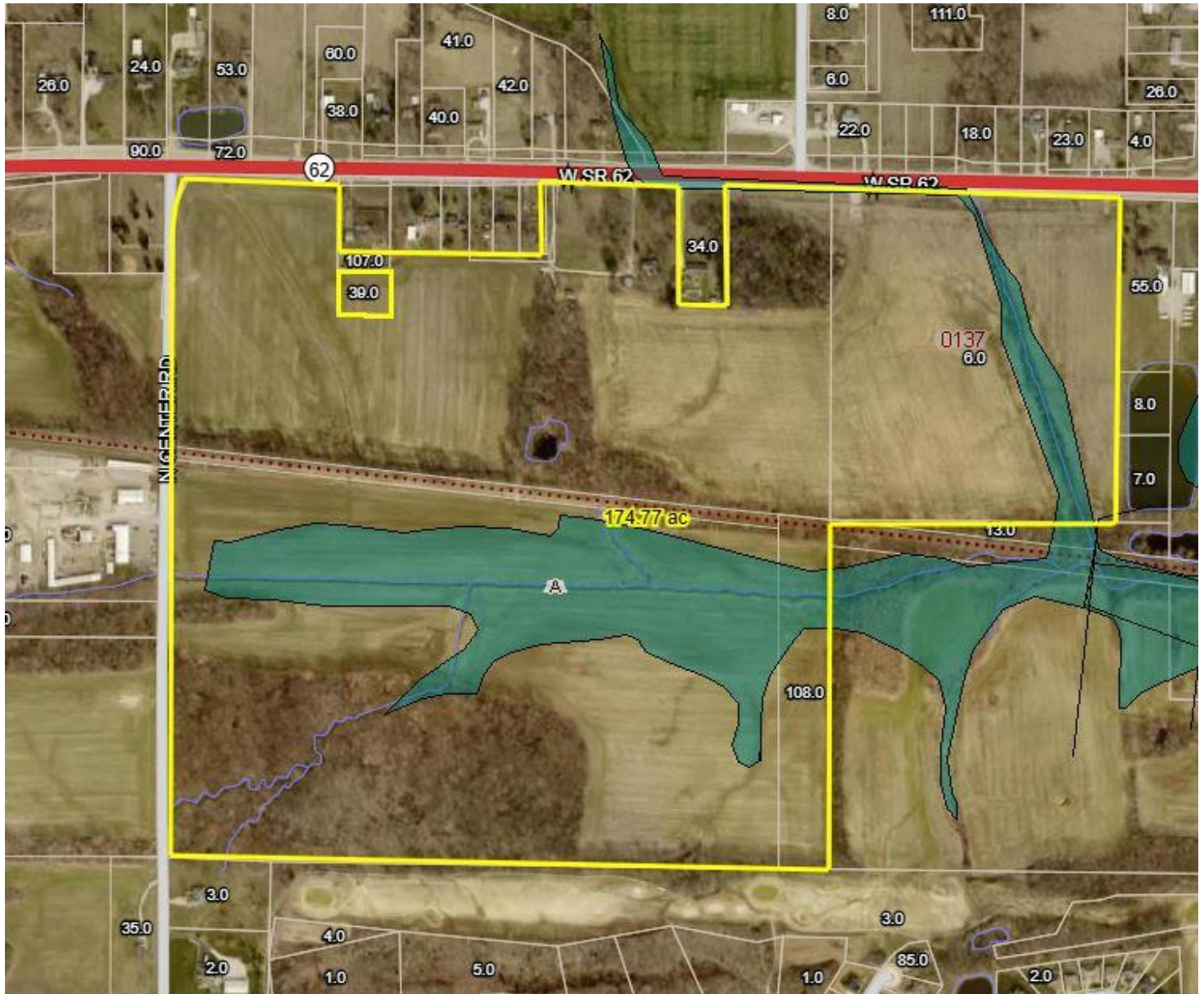
In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national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

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

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

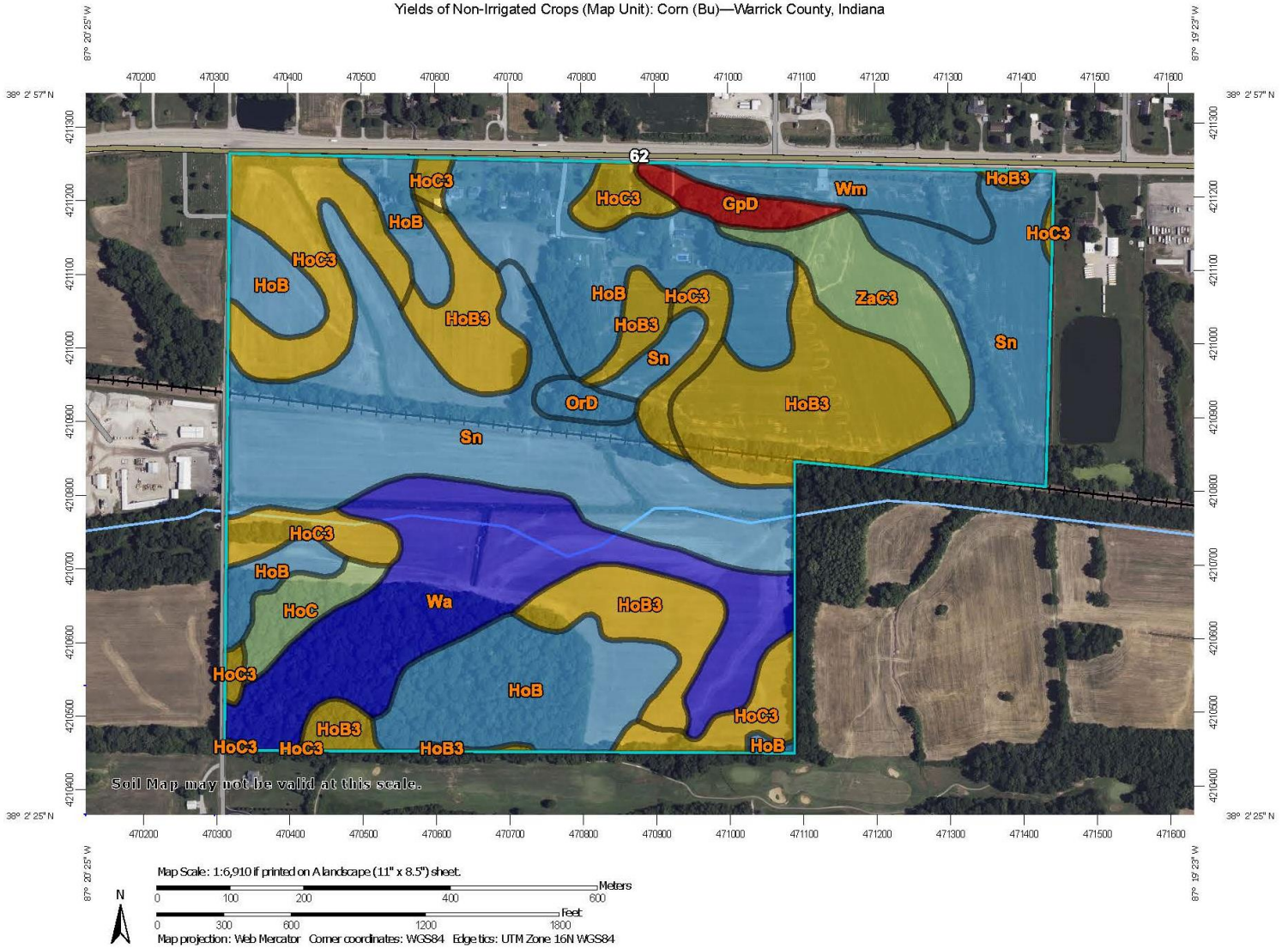


Flood Map



Soils Map

Yields of Non-Irrigated Crops (Map Unit): Corn (Bu)—Warrick County, Indiana





























USDA
Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

Yields of Non-Irrigated Crops (Map Unit): Corn (Bu)—Warrick County, Indiana

MAP LEGEND

- Area of Interest (AOI)**
 Area of Interest (AOI)
- Soils**
- Soil Rating Polygons**
-  <= 0.00
 -  > 0.00 and <= 97.00
 -  > 97.00 and <= 110.00
 -  > 110.00 and <= 125.00
 -  > 125.00 and <= 136.00
 -  Not rated or not available
- Soil Rating Lines**
-  <= 0.00
 -  > 0.00 and <= 97.00
 -  > 97.00 and <= 110.00
 -  > 110.00 and <= 125.00
 -  > 125.00 and <= 136.00
 -  Not rated or not available
- Soil Rating Points**
-  <= 0.00
 -  > 0.00 and <= 97.00
 -  > 97.00 and <= 110.00
 -  > 110.00 and <= 125.00
 -  > 125.00 and <= 136.00
 -  Not rated or not available
- Water Features**
 Streams and Canals

- Transportation**
-  Rails
 -  Interstate Highways
 -  US Routes
 -  Major Roads
 -  Local Roads
- Background**
 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Warrick County, Indiana
 Survey Area Data: Version 26, Sep 1, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 15, 2022—Jul 21, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Yields of Non-Irrigated Crops (Map Unit): Corn (Bu)

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
GpD	Gilpin soils, gullied, 12 to 18 percent slopes	0.00	2.6	1.4%
HoB	Hosmer silt loam, 2 to 5 percent slopes	121.00	39.8	20.9%
HoB3	Hosmer silt loam, 2 to 5 percent slopes, severely eroded	97.00	31.1	16.4%
HoC	Hosmer silt loam, 5 to 10 percent slopes, eroded	110.00	3.3	1.7%
HoC3	Hosmer silt loam, 5 to 10 percent slopes, severely eroded	90.00	22.7	11.9%
OrD	Orthents, 8 to 25 percent slopes	120.00	1.5	0.8%
Sn	Stendal silt loam, 0 to 2 percent slopes, frequently flooded, brief duration	124.00	49.3	25.9%
Wa	Wakeland silt loam, 0 to 2 percent slopes, frequently flooded	136.00	26.2	13.8%
Wm	Wilbur silt loam, frequently flooded	125.00	5.7	3.0%
ZaC3	Apalona-Zanesville silt loams, 6 to 12 percent slopes, severely eroded	110.00	7.8	4.1%
Totals for Area of Interest			190.2	100.0%

Property Cards

87-09-32-100-001.000-002

BENNETT, STEVEN A TRUSTEE

4677 HWY 62 W

101, Cash Grain/General Farm

BOON TWP MARKET ARE 1/4

General Information
Parcel Number
 87-09-32-100-001.000-002
Local Parcel Number
 87-09-32-100-001.000-002
Tax ID:

Ownership
 BENNETT, STEVEN A TRUSTEE OF TRUST
 4677 W STATE ROUTE 62
 BOONVILLE, IN 47601-8421
Legal
 PT NW S32 T5 R8 137.427 A

Transfer of Ownership

Date	Owner	Doc ID	Code	Book/Page	Adj Sale Price	V/I
01/26/2024	BENNETT, STEVEN A	2024R-000576	TD	/		
01/25/2018	Bennett, Alan G Etal &		Or	2018R-003880		
01/01/1900	Bennett, Alan G Etal &		WD	/		

Notes
 9/21/2021 CHANGEFINDER: Removed old Utility Shed and replaced with the new Utility Shed (16*13) Per changefinder-SH
 1/8/2019 SPLIT: Split 6A to 87-09-32-100-108,000-003 per Annexation ordinance 2017-18 recorded under 2018R-003880 for 19/20. MS 1/8/19
 11/23/2015 TR16: per Jon's Land Size Comparison Report this parcel was measuring as 140.326A when it is 143.427A. MS 11/23/15
 1/24/2013 TR13: Changed 2nd Homestead from 3% to 2% per Allocation Review Reports. MS 1/24/13

Routing Number
 128-001

Property Class 101
 Cash Grain/General Farm

Year: 2024



Agricultural

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

Location Information
 County: Warrick
 Township: BOON TOWNSHIP
 District 002 (Local 010)
 BOON TOWNSHIP
 School Corp 8130
 WARRICK COUNTY
 Neighborhood 5002005_AV
 BOON TWP MARKET AREA 005_A
 Section/Plat
 Location Address (1)
 4677 HWY 62 W
 Boonville, IN 47601

2024	Assessment Year	2024	2023	2022	2021	2020
WIP	Reason For Change	AA	AA	AA	AA	GenReval
04/14/2024	As Of Date	01/01/2024	01/01/2023	01/01/2022	01/01/2021	01/01/2020
Indiana Cost Mod	Valuation Method	Indiana Cost Mod	Indiana Cost Mod	Alternative Cost (Indiana Cost Mod	Indiana Cost Mod
1.0000	Equalization Factor	1.0000	1.0000	1.0000	1.0000	1.0000
	Notice Required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
\$280,900	Land	\$280,900	\$246,900	\$199,100	\$160,700	\$159,700
\$38,700	Land Res (1)	\$38,700	\$38,700	\$41,800	\$22,700	\$22,700
\$242,200	Land Non Res (2)	\$242,200	\$208,200	\$157,300	\$138,000	\$137,000
\$0	Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
\$143,900	Improvement	\$143,900	\$141,800	\$156,500	\$123,800	\$117,900
\$118,000	Imp Res (1)	\$118,000	\$113,000	\$129,900	\$102,100	\$97,000
\$25,900	Imp Non Res (2)	\$25,900	\$25,800	\$23,500	\$21,000	\$20,200
\$0	Imp Non Res (3)	\$0	\$3,000	\$3,100	\$700	\$700
\$424,800	Total	\$424,800	\$388,700	\$355,600	\$284,500	\$277,600
\$156,700	Total Res (1)	\$156,700	\$151,700	\$171,700	\$124,800	\$119,700
\$268,100	Total Non Res (2)	\$268,100	\$234,000	\$180,800	\$159,000	\$157,200
\$0	Total Non Res (3)	\$0	\$3,000	\$3,100	\$700	\$700

2/14/2011 TR11: Changed property class 100 to 101. Changed dwelling condition AV to F and changed utility shed condition AV to P on res #1. ta 2-14-11
 2/6/2009 TR09: Moved homestead and improvements from 87-09-32-100-003,000-002 & 87-09-32-200-006,000-002 to this parcel. BJS 2-6-09
 2/19/2004 REMOVED: REMOVED; REMOVAL FILED TO REMOVE WOOD DECK FROM THE SIDE OF THE HOUSE. MS 2-19-04
 2/19/2004 TR07: REMOVAL FILED TO REMOVE WOOD DECK FROM THE SIDE OF THE HOUSE. MS 2-19-04
 12/30/2002 CHID: Previous parcel_id: 010-3258-0010
 3/6/2000 SPLIT: SPLIT TO 1A TO 010-3258-0960, 298A TO 010-3258-0970 AND .34A TO 010-3258-0980 BH 3-6-00.

Land Computations

Calculated Acreage	137.43
Actual Frontage	0
Developer Discount	<input type="checkbox"/>
Parcel Acreage	137.43
81 Legal Drain NV	0.00
82 Public Roads NV	0.00
83 UT Towers NV	0.00
9 Homesite	2.00
91/92 Acres	0.00
Total Acres Farmland	135.43
Farmland Value	\$203,570
Measured Acreage	135.43
Avg Farmland Value/Acre	1503
Value of Farmland	\$203,550
Classified Total	\$0
Farm / Classified Value	\$203,600
Homesite(s) Value	\$77,300
91/92 Value	\$0
Supp. Page Land Value	
CAP 1 Value	\$38,700
CAP 2 Value	\$242,200
CAP 3 Value	\$0
Total Value	\$280,900

Land Data (Standard Depth: Res 100', CI 100' Base Lot: Res 0' X 0', CI 0' X 0')

Land Type	Pricing Method	Soll ID	Act Front.	Size	Factor	Rate	Adj. Rate	Ext. Value	Infl. %	Market Factor	Cap 1	Cap 2	Cap 3	Value
9	A		0	1	1.00	\$38,651	\$38,651	\$38,651	0%	1.0000	100.00	0.00	0.00	\$38,650
9	A		0	1	1.00	\$38,651	\$38,651	\$38,651	0%	1.0000	0.00	100.00	0.00	\$38,650
4	A	HOC	0	9.2430	0.64	\$2,280	\$1,459	\$13,486	0%	1.0000	0.00	100.00	0.00	\$13,490
4	A	HOB	0	14.9860	0.89	\$2,280	\$2,029	\$30,407	0%	1.0000	0.00	100.00	0.00	\$30,410
4	A	WM	0	0.9180	1.06	\$2,280	\$2,417	\$2,219	0%	1.0000	0.00	100.00	0.00	\$2,220
4	A	GPD	0	3.2850	0.50	\$2,280	\$1,140	\$3,745	0%	1.0000	0.00	100.00	0.00	\$3,740
4	A	SN	0	24.9770	1.11	\$2,280	\$2,531	\$63,217	0%	1.0000	0.00	100.00	0.00	\$63,220
4	A	HOB	0	18.4020	0.72	\$2,280	\$1,642	\$30,216	0%	1.0000	0.00	100.00	0.00	\$30,220
4	A	WA	0	13.9210	1.15	\$2,280	\$2,622	\$36,501	0%	1.0000	0.00	100.00	0.00	\$36,500
4	A	HOC	0	0.0370	0.81	\$2,280	\$1,847	\$68	0%	1.0000	0.00	100.00	0.00	\$70
5	A	HOB	0	2.7180	0.89	\$2,280	\$2,029	\$5,515	-60%	1.0000	0.00	100.00	0.00	\$2,210
5	A	HOC	0	3.0120	0.64	\$2,280	\$1,459	\$4,395	-60%	1.0000	0.00	100.00	0.00	\$1,760
5	A	GPD	0	0.3310	0.50	\$2,280	\$1,140	\$377	-60%	1.0000	0.00	100.00	0.00	\$150
5	A	HOB	0	0.1100	0.72	\$2,280	\$1,642	\$181	-60%	1.0000	0.00	100.00	0.00	\$70
5	A	SN	0	1.6900	1.11	\$2,280	\$2,531	\$4,277	-60%	1.0000	0.00	100.00	0.00	\$1,710

Printed Friday, April 26, 2024
 Review Group 2022 Data Source External Only Collector 10/22/2018 TYLER Appraiser 11/17/2022 TYLER



Land Data (Standard Depth: Res 100', Cl 100' Base Lot: Res 0' X 0', Cl 0' X 0')														
Land Type	Pricing Method	Soil ID	Act Front.	Size	Factor	Rate	Adj. Rate	Ext. Value	Infl. %	Market Factor	Cap 1	Cap 2	Cap 3	Value
5	A	W	0	0.1470	0.50	\$2,280	\$1,140	\$168	-60%	1.0000	0.00	100.00	0.00	\$70
6	A	GPD	0	1.0650	0.50	\$2,280	\$1,140	\$1,214	-80%	1.0000	0.00	100.00	0.00	\$240
6	A	WM	0	0.0370	1.06	\$2,280	\$2,417	\$89	-80%	1.0000	0.00	100.00	0.00	\$20
6	A	ZAC3	0	1.0280	0.55	\$2,280	\$1,254	\$1,289	-80%	1.0000	0.00	100.00	0.00	\$260
6	A	HOB	0	14.1780	0.89	\$2,280	\$2,029	\$28,767	-80%	1.0000	0.00	100.00	0.00	\$5,750
6	A	SN	0	5.8400	1.11	\$2,280	\$2,531	\$14,781	-80%	1.0000	0.00	100.00	0.00	\$2,980
6	A	W	0	0.1100	0.50	\$2,280	\$1,140	\$125	-80%	1.0000	0.00	100.00	0.00	\$30
6	A	HOC	0	1.7260	0.84	\$2,280	\$1,459	\$2,518	-80%	1.0000	0.00	100.00	0.00	\$500
6	A	HOB	0	3.0850	0.72	\$2,280	\$1,642	\$5,066	-80%	1.0000	0.00	100.00	0.00	\$1,010
6	A	ORD	0	1.1750	0.88	\$2,280	\$1,550	\$1,821	-80%	1.0000	0.00	100.00	0.00	\$380
6	A	HOC	0	3.1220	0.81	\$2,280	\$1,847	\$5,766	-80%	1.0000	0.00	100.00	0.00	\$1,150
6	A	WA	0	9.9540	1.15	\$2,280	\$2,622	\$26,099	-80%	1.0000	0.00	100.00	0.00	\$5,220
72	A	WTR	0	0.0730	0.50	\$2,280	\$1,140	\$83	-40%	1.0000	0.00	100.00	0.00	\$50
72	A	WTR	0	0.2570	0.50	\$2,280	\$1,140	\$293	-40%	1.0000	0.00	100.00	0.00	\$180

87-09-32-100-001.000-002

BENNETT, STEVEN A TRUSTEE 4677 HWY 62 W

101, Cash Grain/General Farm

BOON TWP MARKET ARE 3/4

General Information	
Occupancy	Single-Family
Description	Single-Family R 01
Story Height	1
Style	RES - 10 - 1 Lvl 0 - 10
Finished Area	696 sqft
Make	

Plumbing		
	#	TF
Full Bath	1	3
Half Bath	0	0
Kitchen Sinks	1	1
Water Heaters	1	1
Add Fixtures	0	0
Total	3	5

Floor Finish	
<input type="checkbox"/> Earth	<input type="checkbox"/> Tile
<input type="checkbox"/> Slab	<input checked="" type="checkbox"/> Carpet
<input checked="" type="checkbox"/> Sub & Joist	<input type="checkbox"/> Unfinished
<input checked="" type="checkbox"/> Wood	<input type="checkbox"/> Other
<input type="checkbox"/> Parquet	

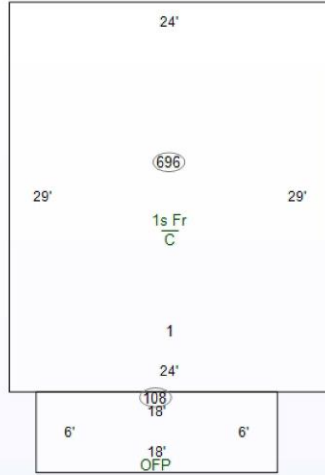
Accommodations	
Bedrooms	2
Living Rooms	0
Dining Rooms	0
Family Rooms	0
Total Rooms	4

Wall Finish	
<input checked="" type="checkbox"/> Plaster/Drywall	<input type="checkbox"/> Unfinished
<input type="checkbox"/> Paneling	<input type="checkbox"/> Other
<input type="checkbox"/> Fiberboard	

Heat Type	
Central Warm Air	

Roofing				
<input type="checkbox"/> Built-Up	<input checked="" type="checkbox"/> Metal	<input type="checkbox"/> Asphalt	<input type="checkbox"/> Slate	<input type="checkbox"/> Tile
<input type="checkbox"/> Wood Shingle		<input type="checkbox"/> Other		

Exterior Features		
Description	Area	Value
Porch, Open Frame	108	\$4,900



Specialty Plumbing		
Description	Count	Value

Cost Ladder				
Floor Constr	Base	Finish	Value	Totals
1 1Fr	696	696	\$62,200	
2				
3				
4				
1/4				
1/2				
3/4				
Attic				
Bsmt				
Crawl	696	0	\$5,100	
Slab				

Total Base		\$67,300
Adjustments	1 Row Type Adj. x 1.00	\$67,300
Unfin Int (-)		\$0
Ex Liv Units (+)		\$0
Rec Room (+)		\$0
Loft (+)		\$0
Fireplace (+)		\$0
No Heating (-)		\$0
A/C (+)		\$0
No Elec (-)		\$0
Plumbing (+ / -)	5 - 5 = 0 x \$0	\$0
Spec Plumb (+)		\$0
Elevator (+)		\$0
Sub-Total, One Unit		\$67,300
Sub-Total, 1 Units		
Exterior Features (+)	\$4,900	\$72,200
Garages (+) 0 sqft	\$0	\$72,200
Quality and Design Factor (Grade)	0.80	
Location Multiplier	0.93	
Replacement Cost		\$53,717

Summary of Improvements																					
Description	Story Height	Constr Type	Grade	Year Built	Eff Year	Eff Co Age nd	Base Rate	LCM	Adj Rate	Size	RCN	Norm Dep	Remain. Value	Abn Obs	PC	Nbhd	Mrkt	Cap 1	Cap 2	Cap 3	Improv Value
1: Single-Family R 01	1	Wood Fr	D	1941	1941	83 F		0.93		696 sqft	\$53,717	65%	\$18,800	0%	100%	1.000	1.380	0.00	100.00	0.00	\$25,900
2: Utility Shed 16*13	1		D	2019	2019	5 A	\$20.44	0.93	\$15.21	13'x16'	\$3,163	20%	\$2,530	0%	100%	1.000	0.900	100.00	0.00	0.00	\$2,300

Total all pages \$143,900

Total this page \$28,200



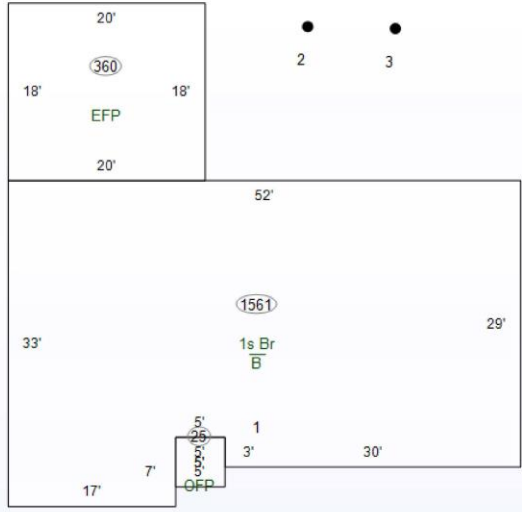
87-09-32-100-001.000-002

BENNETT, STEVEN A TRUSTEE 4677 HWY 62 W

101, Cash Grain/General Farm

BOON TWP MARKET ARE 4/4

General Information		Plumbing	
Occupancy	Single-Family	#	TF
Description	Single-Family R 02	Full Bath	1 3
Story Height	1	Half Bath	0 0
Style	RES - 18 - 1 Lvl W/ Bs	Kitchen Sinks	1 1
Finished Area	1561 sqft	Water Heaters	1 1
Make		Add Fixtures	0 0
		Total	3 5
Floor Finish		Accommodations	
<input type="checkbox"/> Earth	<input type="checkbox"/> Tile	Bedrooms	4
<input checked="" type="checkbox"/> Slab	<input checked="" type="checkbox"/> Carpet	Living Rooms	1
<input checked="" type="checkbox"/> Sub & Joist	<input checked="" type="checkbox"/> Unfinished	Dining Rooms	0
<input checked="" type="checkbox"/> Wood	<input type="checkbox"/> Other	Family Rooms	0
<input type="checkbox"/> Parquet		Total Rooms	6
Wall Finish		Heat Type	
<input checked="" type="checkbox"/> Plaster/Drywall	<input checked="" type="checkbox"/> Unfinished	Central Warm Air	
<input type="checkbox"/> Paneling	<input type="checkbox"/> Other		
<input type="checkbox"/> Fiberboard			



Cost Ladder				
Floor Constr	Base	Finish	Value	Totals
1 7	1561	1561	\$114,700	
2				
3				
4				
1/4				
1/2				
3/4				
Attic				
Bsmt	1561	0	\$34,900	
Crawl				
Slab				

Total Base			\$149,600
Adjustments	1 Row Type Adj. x 1.00		\$149,600
Unfin Int (-)			\$0
Ex Liv Units (+)			\$0
Rec Room (+)			\$0
Loft (+)			\$0
Fireplace (+)			\$0
No Heating (-)			\$0
A/C (+)	1:1561		\$3,800
No Elec (-)			\$0
Plumbing (+ / -)	5 - 5 = 0 x \$0		\$0
Spec Plumb (+)			\$0
Elevator (+)			\$0
Sub-Total, One Unit			\$153,400

Specialty Plumbing		
Description	Count	Value

Sub-Total, 1 Units			
Exterior Features (+)	\$17,700		\$171,100
Garages (+) 0 sqft	\$0		\$171,100
Quality and Design Factor (Grade)			1.00
Location Multiplier			0.93
Replacement Cost			\$159,123

Roofing		
<input type="checkbox"/> Built-Up	<input type="checkbox"/> Metal	<input checked="" type="checkbox"/> Asphalt
<input type="checkbox"/> Wood Shingle	<input type="checkbox"/> Other	<input type="checkbox"/> Slate
<input type="checkbox"/> Tile		

Exterior Features		
Description	Area	Value
Porch, Open Frame	25	\$2,700
Porch, Enclosed Frame	360	\$15,000

Summary of Improvements																						
Description	Story Height	Constr Type	Grade	Year Built	Eff Year	Eff Co Age	nd	Base Rate	LCM	Adj Rate	Size	RCN	Norm Dep	Remain. Value	Abn Obs	PC	Nbhd	Mrkt	Cap 1	Cap 2	Cap 3	Improv Value
1: Single-Family R 02	1	Brick	C	1962	1962	62	A		0.93		3,122 sqft	\$159,123	42%	\$92,290	0%	100%	1.000	1.150	100.00	0.00	0.00	\$106,100
2: Detached Garage R 02	1	Wood Fr	D	1971	1971	53	A	\$26.79	0.93	\$19.93	27'x34'	\$18,297	45%	\$10,060	0%	100%	1.000	0.900	100.00	0.00	0.00	\$9,100
3: Lean-To R 02	1	Earth Flo	D	1971	1971	53	F	\$4.69	0.93		14'x34' x 8'	\$1,661	70%	\$500	0%	100%	1.000	0.900	100.00	0.00	0.00	\$500

Total all pages \$143,900

Total this page \$115,700



87-09-32-200-006.000-002

BENNETT, STEVEN A TRUSTEE

4455 W ST RD 62

100, Vacant Land

BOON TWP MARKET ARE 1/2

General Information
Parcel Number
87-09-32-200-006.000-002
Local Parcel Number
87-09-32-200-006.000-002
Tax ID:

Ownership
BENNETT, STEVEN A TRUSTEE OF TRUST
4677 W STATE ROUTE 62
BOONVILLE, IN 47601-8421
Legal
PT NW NE S32 T5 R8 31.602 A

Table with columns: Date, Owner, Doc ID, Code, Book/Page, Adj Sale Price, V/I. Rows include 01/26/2024 BENNETT, STEVEN A and 01/01/1900 Bennett, Alan G Etal &

Notes
2/14/2011 TR11: 2011 TRENDING Changed property class 101 to 100. ts 2-14-11
2/6/2009 TR09: 2009 TRENDING CHANGES Remove homesite, moved improvements to 87-09-32-100-001.000-002. BJS 2-6-09
3/2/2000 SPLIT: SPLIT 1.518 A TO 010-3258-0980 BH 3-2-00.
3/1/2000 ChID: Previous parcel_id: 010-3258-0060

Routing Number
128-002

Property Class 100
Vacant Land

Year: 2024

Location Information
County
Warrick
Township
BOON TOWNSHIP
District 002 (Local 010)
BOON TOWNSHIP
School Corp 8130
WARRICK COUNTY
Neighborhood 5002005_AV
BOON TWP MARKET AREA 005_A
Section/Plat
Location Address (1)
4455 W ST RD 62
BOONVILLE, IN 47601

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

Table with columns: Assessment Year, Reason For Change, As Of Date, Valuation Method, Equalization Factor, Notice Required, Land, Land Res (1), Land Non Res (2), Land Non Res (3), Improvement, Imp Res (1), Imp Non Res (2), Imp Non Res (3), Total, Total Res (1), Total Non Res (2), Total Non Res (3). Rows for 2024, 2023, 2022, 2021, 2020.

Land Data (Standard Depth: Res 100', CI 100' Base Lot: Res 0' X 0', CI 0' X 0')

Table with columns: Land Type, Pricing Method, Soil ID, Act Front., Size Factor, Rate, Adj. Rate, Ext. Value, Infl. %, Market Factor, Cap 1, Cap 2, Cap 3, Value. Rows 4-72.

Land Computations
Calculated Acreage 31.60
Actual Frontage 0
Developer Discount
Parcel Acreage 31.60
81 Legal Drain NV 0.00
82 Public Roads NV 0.00
83 UT Towers NV 0.00
9 Homesite 0.00
91/92 Acres 0.00
Total Acres Farmland 31.60
Farmland Value \$50,000
Measured Acreage 31.60
Avg Farmland Value/Acre 1582
Value of Farmland \$49,990
Classified Total \$0
Farm / Classified Value \$50,000
Homesite(s) Value \$0
91/92 Value \$0
Supp. Page Land Value
CAP 1 Value \$0
CAP 2 Value \$50,000
CAP 3 Value \$0
Total Value \$50,000

Zoning
Subdivision
Lot
Market Model
5002005_AV - BOON TWP - MARK
Characteristics
Topography Flood Hazard
Public Utilities ERA
Streets or Roads TIF
Neighborhood Life Cycle Stage
Improving
Printed Friday, April 26, 2024
Review Group 2022

Data Source External Only Collector 10/19/2018 TYLER Appraiser 11/15/2022 TYLER



87-09-32-100-108.000-003

BENNETT, STEVEN A TRUSTEE

4677 HWY 62 W

100, Vacant Land

BOONVILLE CITY MARKET 1/2

General Information
Parcel Number
87-09-32-100-108.000-003
Local Parcel Number
87-09-32-100-108.000-003
Tax ID:

Ownership
BENNETT, STEVEN A TRUSTEE OF TRUST
4677 W STATE ROUTE 62
BOONVILLE, IN 47601-8421
Legal
PT NW S32 T5 R8 8 A

Transfer of Ownership
Date Owner Doc ID Code Book/Page Adj Sale Price V/I
01/26/2024 BENNETT, STEVEN A 2024R-000578 TD / |
01/25/2018 Bennett, Alan G Etal & Or 2018R-/003880 |
01/25/2018 Bennett, Alan G Etal & Or 2018R-/003880 |
01/01/1900 Bennett, Alan G Etal & WD / |

Notes
1/8/2019 ANNEX: ANNEXED INTO City of Boonville for 19/20 by Ordinance 2017-18 recorded under 2018R-003880. Changed parcel number from 87-09-32-100-108,000-002. MS 1/9/18

Routing Number

Property Class 100
Vacant Land



Agricultural

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

Year: 2024
Location Information
County Warrick
Township BOON TOWNSHIP
District 003 (Local 011) BOONVILLE CITY
School Corp 8130 WARRICK COUNTY
Neighborhood 5003001_AV BOONVILLE CITY MARKET AREA
Section/Plat
Location Address (1)
4677 HWY 62 W
Boonville, IN 47601

Table with columns for Assessment Year (2024, 2023, 2022, 2021, 2020), Reason For Change, As Of Date, Valuation Method, Equalization Factor, Notice Required, and various valuation categories like Land, Improvement, Total, etc.

Land Computations table with columns for Calculated Acreage, Actual Frontage, Developer Discount, Parcel Acreage, 81 Legal Drain NV, 82 Public Roads NV, 83 UT Towers NV, 9 Homesite, 91/92 Acres, Total Acres Farmland, Farmland Value, Measured Acreage, Avg Farmland Value/Acre, Value of Farmland, Classified Total, Farm / Classified Value, Homesite(s) Value, 91/92 Value, Supp. Page Land Value, CAP 1 Value, CAP 2 Value, CAP 3 Value, Total Value.

Zoning
Subdivision
Lot

Land Data (Standard Depth: Res 132', Cl 120' Base Lot: Res 0' X 0', Cl 0' X 0')

Market Model
5003001_AV - BOONVILLE CITY -
Characteristics
Topography Flood Hazard
Public Utilities ERA
Streets or Roads TIF
Neighborhood Life Cycle Stage
Improving

Printed Friday, April 26, 2024
Review Group 2023

Data Source External Only Collector

Appraiser 09/12/2023 TYLER



87-09-32-100-039.000-002

BENNETT, STEVEN A TRUSTEE

W ST RD 62

100, Vacant Land

BOON TWP MARKET ARE

1/2

General Information

Parcel Number 87-09-32-100-039.000-002
Local Parcel Number 87-09-32-100-039.000-002
Tax ID:

Ownership

BENNETT, STEVEN A TRUSTEE OF TRUST
4677 W STATE ROUTE 62
BOONVILLE, IN 47601-8421

Transfer of Ownership

Table with columns: Date, Owner, Doc ID, Code, Book/Page, Adj Sale Price, V/I. Rows include transactions from 01/26/2024 to 01/01/1900.

Notes

2/8/2009 TR09: Chng prop class to 100; chng land to ag. BJS 2-6-09
3/8/2000 ChID: Previous parcel_id: 010-3258-0390

Routing Number 128-035

Property Class 100 Vacant Land

Year: 2024

Location Information

County Warrick
Township BOON TOWNSHIP
District 002 (Local 010) BOON TOWNSHIP
School Corp 8130 WARRICK COUNTY
Neighborhood 5002005_AV BOON TWP MARKET AREA 005_A
Section/Plat
Location Address (1) W ST RD 62 BOONVILLE, IN 47601



Agricultural

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

Table with columns: Assessment Year, Reason For Change, As Of Date, Valuation Method, Equalization Factor, Notice Required, Land, Improvement, Total. Rows show values for 2024, 2023, 2022, 2021, and 2020.

Land Data (Standard Depth: Res 100', CI 100' Base Lot: Res 0' X 0', CI 0' X 0')

Table with columns: Land Type, Pricing Method, Soli ID, Act Front, Size Factor, Rate, Adj. Rate, Ext. Value, Infl. %, Market Factor, Cap 1, Cap 2, Cap 3, Value.

Zoning

Subdivision

Lot

Market Model 5002005_AV - BOON TWP - MARK

Characteristics

Topography Flood Hazard
Public Utilities ERA
Streets or Roads TIF
Neighborhood Life Cycle Stage Improving

Printed Friday, April 26, 2024
Review Group 2022

Data Source External Only

Collector 10/23/2018 TYLER

Appraiser 11/15/2022 TYLER

Land Computations

Table with columns: Computation Name, Value. Rows include Calculated Acreage (0.78), Parcel Acreage (0.78), Farmland Value (\$1,570), Total Value (\$1,600).



87-09-32-100-003.000-002

BENNETT, STEVEN A TRUSTEE

4699 W ST RD 62

100, Vacant Land

BOON TWP MARKET ARE 1/2

General Information

Parcel Number
87-09-32-100-003.000-002
Local Parcel Number
87-09-32-100-003.000-002
Tax ID:

Ownership

BENNETT, STEVEN A TRUSTEE OF TRUST
4677 W STATE ROUTE 62
BOONVILLE, IN 47601-8421

Transfer of Ownership

Table with columns: Date, Owner, Doc ID, Code, Book/Page, Adj Sale Price, V/I. Rows include transactions from 01/26/2024 to 01/01/1900.

Notes

2/6/2009 TR09: 2009 TRENDING CHANGES
1/31/2000 ChID: Previous parcel_id: 010-3258-0030
1/10/2000 SPLIT: SPLIT .01 A TI 010-3258-0970 BH 1-10-00.

Routing Number
128-022

Property Class 100
Vacant Land

Legal

PT NW NE S32 T5 R8 .37 A Easement no longer exists



Agricultural

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

Table with columns: Assessment Year (2024, 2023, 2022, 2021, 2020), Reason For Change, As Of Date, Valuation Method, Equalization Factor, Notice Required, Land, Improvement, Total. Includes sub-totals for Land and Improvement.

Year: 2024

Location Information

County: Warrick
Township: BOON TOWNSHIP
District 002 (Local 010)
School Corp 8130
Neighborhood 5002005_AV
Section/Plat
Location Address (1)
4699 W ST RD 62
BOONVILLE, IN 47601

Land Computations

Table with columns: Computation Name, Value. Includes: Calculated Acreage (0.37), Parcel Acreage (0.37), Total Acres Farmland (0.37), etc.

Land Data (Standard Depth: Res 100', CI 100' Base Lot: Res 0' X 0', CI 0' X 0')

Table with columns: Land Type, Pricing Method, Soil ID, Act Front., Size Factor, Rate, Adj. Rate, Ext. Value, Infl. %, Market Factor, Cap 1, Cap 2, Cap 3, Value. Row 1: 4, A, BN, 0, 0.3700, 1.06, \$2,280, \$2,417, \$894, 0%, 1.0000, 0.00, 100.00, 0.00, \$890

Zoning

Subdivision

Lot

Market Model
5002005_AV - BOON TWP - MARK

Characteristics

Topography: Flood Hazard
Public Utilities: ERA
Streets or Roads: TIF
Neighborhood Life Cycle Stage: Improving

Printed: Friday, April 26, 2024

Review Group 2022 Data Source External Only Collector 10/23/2018 TYLER Appraiser 11/15/2022 TYLER





SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

State Form 46234 (R6/6-14)

Date (month, day, year)

9-4-2024

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) 4677 HIGHWAY 62 WEST, BOONVILLE, IN 47601

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)	✓				
					Swimming Pool & Pool Equipment	✓				
								Yes	No	Do Not Know
					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? <u>NONE TILE</u>				✓	
					Are the improvements connected to a private/community sewer system? <u>NONE TILE</u>				✓	
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>[Signature]</i>	Date (mm/dd/yy) 9/4/2024	Signature of Buyer	Date (mm/dd/yy)
Signature of Seller	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)

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)	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)
----------------------------------	-----------------	----------------------------------	-----------------



Property address (number and street, city, state, and ZIP code)

2. ROOF	YES	NO	DO NOT KNOW
Age, if known _____ Years.			<input checked="" type="checkbox"/>
Does the roof leak?			<input checked="" type="checkbox"/>
Is there present damage to the roof?			<input checked="" type="checkbox"/>
Is there more than one layer of shingles on the house?			<input checked="" type="checkbox"/>
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?			<input checked="" type="checkbox"/>
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?			<input checked="" type="checkbox"/>
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?			<input checked="" type="checkbox"/>

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?			<input checked="" type="checkbox"/>
Are there any foundation problems with the structures?			<input checked="" type="checkbox"/>
Are there any encroachments?			<input checked="" type="checkbox"/>
Are there any violations of zoning, building codes, or restrictive covenants?			<input checked="" type="checkbox"/>
Is the present use of non-conforming use? Explain:			<input checked="" type="checkbox"/>
Is the access to your property via a private road?		<input checked="" type="checkbox"/>	
Is the access to your property via a public road?	<input checked="" type="checkbox"/>		
Is the access to your property via an easement?		<input checked="" type="checkbox"/>	
Have you received any notices by any governmental or quasi-governmental agencies affecting this property?			<input checked="" type="checkbox"/>
Are there any structural problems with the building?			<input checked="" type="checkbox"/>
Have any substantial additions or alterations been made without a required building permit?			<input checked="" type="checkbox"/>
Are there moisture and/or water problems in the basement, crawl space area, or any other area?			<input checked="" type="checkbox"/>
Is there any damage due to wind, flood, termites, or rodents?			<input checked="" type="checkbox"/>
Have any structures been treated for wood destroying insects?			<input checked="" type="checkbox"/>
Are the furnace/woodstove/chimney/flue all in working order?			<input checked="" type="checkbox"/>
Is the property in a flood plain?		<input checked="" type="checkbox"/>	
Do you currently pay for flood insurance?		<input checked="" type="checkbox"/>	
Does the property contain underground storage tank(s)?			<input checked="" type="checkbox"/>
Is the homeowner a licensed real estate salesperson or broker?		<input checked="" type="checkbox"/>	
Is there any threatened or existing litigation regarding the property?		<input checked="" type="checkbox"/>	
Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?		<input checked="" type="checkbox"/>	
Is the property located within one (1) mile of an airport?	<input checked="" type="checkbox"/>		

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>[Signature]</i>	Date (mm/dd/yy) 9/4/2020	Signature of Buyer	Date (mm/dd/yy)
Signature of Seller	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)

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)	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)
----------------------------------	-----------------	----------------------------------	-----------------



FORM #03.





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

Date (month, day, year)
9-12-2024

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) 4699 HIGHWAY 62 WEST, BOONVILLE IN 47601

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	<input checked="" type="checkbox"/>				Cistern	<input checked="" type="checkbox"/>				
Clothes Dryer	<input checked="" type="checkbox"/>				Septic Field/Bed				<input checked="" type="checkbox"/>	
Clothes Washer	<input checked="" type="checkbox"/>				Hot Tub					
Dishwasher	<input checked="" type="checkbox"/>				Plumbing	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
Disposal		<input checked="" type="checkbox"/>			Aerator System	<input checked="" type="checkbox"/>				
Freezer	<input checked="" type="checkbox"/>				Sump Pump	<input checked="" type="checkbox"/>				
Gas Grill	<input checked="" type="checkbox"/>				Irrigation Systems	<input checked="" type="checkbox"/>				
Hood	<input checked="" type="checkbox"/>				Water Heater/Electric				<input checked="" type="checkbox"/>	
Microwave Oven	<input checked="" type="checkbox"/>				Water Heater/Gas	<input checked="" type="checkbox"/>				
Oven				<input checked="" type="checkbox"/>	Water Heater/Solar	<input checked="" type="checkbox"/>				
Range				<input checked="" type="checkbox"/>	Water Purifier				<input checked="" type="checkbox"/>	
Refrigerator	<input checked="" type="checkbox"/>				Water Softener				<input checked="" type="checkbox"/>	
Room Air Conditioner(s)	<input checked="" type="checkbox"/>				Well	<input checked="" type="checkbox"/>				
Trash Compactor	<input checked="" type="checkbox"/>				Septic and Holding Tank/Septic Mound				<input checked="" type="checkbox"/>	
TV Antenna/Dish	<input checked="" type="checkbox"/>				Geothermal and Heat Pump	<input checked="" type="checkbox"/>				
Other:					Other Sewer System (Explain)	<input checked="" type="checkbox"/>				
					Swimming Pool & Pool Equipment	<input checked="" type="checkbox"/>				
								Yes	No	Do Not Know
					Are the structures connected to a public water system?			<input checked="" type="checkbox"/>		
					Are the structures connected to a public sewer system?				<input checked="" type="checkbox"/>	
					Are there any additions that may require improvements to the sewage disposal system?					<input checked="" type="checkbox"/>
					If yes, have the improvements been completed on the sewage disposal system?					<input checked="" type="checkbox"/>
					Are the improvements connected to a private/community water system?				<input checked="" type="checkbox"/>	
					Are the improvements connected to a private/community sewer system?				<input checked="" type="checkbox"/>	
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	<input checked="" type="checkbox"/>				Attic Fan	<input checked="" type="checkbox"/>				
Burglar Alarm	<input checked="" type="checkbox"/>				Central Air Conditioning				<input checked="" type="checkbox"/>	
Ceiling Fan(s)				<input checked="" type="checkbox"/>	Hot Water Heat				<input checked="" type="checkbox"/>	
Garage Door Opener / Controls	<input checked="" type="checkbox"/>				Furnace Heat/Gas			<input checked="" type="checkbox"/>		
Inside Telephone Wiring and Blocks/Jacks	<input checked="" type="checkbox"/>				Furnace Heat/Electric	<input checked="" type="checkbox"/>				
Intercom	<input checked="" type="checkbox"/>				Solar House-Heating	<input checked="" type="checkbox"/>				
Light Fixtures				<input checked="" type="checkbox"/>	Woodburning Stove	<input checked="" type="checkbox"/>				
Sauna	<input checked="" type="checkbox"/>				Fireplace	<input checked="" type="checkbox"/>				
Smoke/Fire Alarm(s)	<input checked="" type="checkbox"/>				Fireplace Insert	<input checked="" type="checkbox"/>				
Switches and Outlets				<input checked="" type="checkbox"/>	Air Cleaner	<input checked="" type="checkbox"/>				
Vent Fan(s)	<input checked="" type="checkbox"/>				Humidifier	<input checked="" type="checkbox"/>				
60/100/200 Amp Service (Circle one)				<input checked="" type="checkbox"/>	Propane Tank	<input checked="" type="checkbox"/>				
Generator	<input checked="" type="checkbox"/>				Other Heating Source	<input checked="" type="checkbox"/>				

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>[Signature]</i>	Date (mm/dd/yy) 9/12/2024	Signature of Buyer	Date (mm/dd/yy)
Signature of Seller	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)
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)	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)



Property address (number and street, city, state, and ZIP code)

2. ROOF	YES	NO	DO NOT KNOW
Age, if known _____ Years.			<input checked="" type="checkbox"/>
Does the roof leak?		<input checked="" type="checkbox"/>	
Is there present damage to the roof?			<input checked="" type="checkbox"/>
Is there more than one layer of shingles on the house? <u>META ROOF</u>			<input checked="" type="checkbox"/>
If yes, how many layers?			<input checked="" type="checkbox"/>
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?			<input checked="" type="checkbox"/>
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?			<input checked="" type="checkbox"/>
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?			<input checked="" type="checkbox"/>
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?			<input checked="" type="checkbox"/>
Are there any foundation problems with the structures?			<input checked="" type="checkbox"/>
Are there any encroachments?			<input checked="" type="checkbox"/>
Are there any violations of zoning, building codes, or restrictive covenants?			<input checked="" type="checkbox"/>
Is the present use of non-conforming use? Explain:			<input checked="" type="checkbox"/>
Is the access to your property via a private road?		<input checked="" type="checkbox"/>	
Is the access to your property via a public road?	<input checked="" type="checkbox"/>		
Is the access to your property via an easement?		<input checked="" type="checkbox"/>	
Have you received any notices by any governmental or quasi-governmental agencies affecting this property?			<input checked="" type="checkbox"/>
Are there any structural problems with the building?			<input checked="" type="checkbox"/>
Have any substantial additions or alterations been made without a required building permit?			<input checked="" type="checkbox"/>
Are there moisture and/or water problems in the basement, crawl space area, or any other area?			<input checked="" type="checkbox"/>
Is there any damage due to wind, flood, termites, or rodents?			<input checked="" type="checkbox"/>
Have any structures been treated for wood destroying insects?			<input checked="" type="checkbox"/>
Are the furnace/woodstove/chimney/flue all in working order?	<input checked="" type="checkbox"/>		
Is the property in a flood plain?		<input checked="" type="checkbox"/>	
Do you currently pay for flood insurance?		<input checked="" type="checkbox"/>	
Does the property contain underground storage tank(s)?			<input checked="" type="checkbox"/>
Is the homeowner a licensed real estate salesperson or broker?		<input checked="" type="checkbox"/>	
Is there any threatened or existing litigation regarding the property?		<input checked="" type="checkbox"/>	
Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?		<input checked="" type="checkbox"/>	
Is the property located within one (1) mile of an airport?	<input checked="" type="checkbox"/>		

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>John Henry Justice</i>	Date (mm/dd/yy) 4/12/2024	Signature of Buyer	Date (mm/dd/yy)
Signature of Seller	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)
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)	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)



FORM #03.





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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

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

Bosse Title Company, LLC

Jeffrey H. Bosse, President


Frederick H. Eppinger
President and CEO
David Hisey
Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 24-06103

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



COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I - Requirements;
- f. Schedule B, Part II - Exceptions; and
- g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 24-06103

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



5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 24-06103

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



9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

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

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 24-06103

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



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

Issuing Agent: Bosse Title Company
Issuing Office: 4799 Rosebud Lane, Newburgh, IN 47630
Issuing Office's ALTA® Registry ID: 1003043

Loan ID No.:

Commitment No.: 24-06103-1

Issuing Office File No.: 24-06103

Property Address: 4677 Hwy 62 W., Boonville, IN 47601
W. ST RD 62, Boonville, IN 47601
4699 W. ST RD 62, Boonville, IN 47601
4455 W. ST RD 62, Boonville, IN 47601
4677 HWY 62 W., Boonville, IN 47601

1. Commitment Date: July 1, 2024 at 08:00 AM

2. Policy to be issued:

Proposed Amount of Insurance:

- | | |
|---|--------|
| a. ALTA Owners Policy (7/1/2021)
Proposed Insured: TBD
The estate or interest to be insured: Fee Simple | \$0.00 |
| b. ALTA Loan Policy (7/1/2021)
Proposed Insured: TBD, its successors and/or assigns as their
respective interests may appear.
The estate or interest to be insured: Fee Simple | \$0.00 |

3. The estate or interest in the Land at the Commitment Date is: Fee Simple.

4. The Title is, at the Commitment Date, vested in:

Steven A. Bennett, Trustee of The Alan G. Bennett Revocable Living Trust U/T/A December, 12, 1994

5. The Land is described as follows:

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 24-06103

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



SCHEDULE A

(Continued)

The Northwest Quarter of Section Thirty-two (32), and also the Northwest Quarter of the Northeast Quarter of Section Thirty-two (32), both in Township Five (5) South, Range Eight (8) West, less the following five (5) exceptions:

EXCEPTION #1: Part of the Northwest Quarter of Section Thirty-two (32), Township Five (5) South, Range Eight (8) West, commencing in the center of U. S. Highway #460 (also now known as Indiana State Road #62) at a point which is 1461.48 feet east of the intersection of the center line of a public road running North and South adjacent to and east of Center Cemetery and the center line of said State Road #62, at a point which is 50 feet North of the Northeast corner of Tract #6 as designated on a plat of survey for Alan G. Bennett of part of the Northwest Quarter of Section Thirty-two (32), Township Five (5) South, Range Eight (8) West dated September 4, 1955 by Edward G. Bottomly and recorded October 1, 1955 in Plat Book 4 page 25 in the Office of the Recorder of Warrick County, Indiana; thence South along the East line of said Tract #6 a distance of 300 feet to a point which is the southeast corner of said tract #6; thence West and parallel to the centerline of State Road #62 a distance of 600 feet to a point which is the southwest corner of Tract #1 in the above described plat [Plat Book 4 page 25]; thence continuing West and parallel to the centerline of State Road #62 a distance of 200 feet to a point which is the northwest corner of a tract reconveyed to the above grantors from Jeffrey T. Gore and Susan E. Gore by Warranty deed dated May 24, 1993 and appearing of record in Deed File #3, Card #14621 in the office of the Warrick County Recorder; thence North 300 feet to the center of State Road #62; thence East along the center line of said road 800 feet to the place of beginning, said to contain 5.52 acres more or less in said exception #1; AND ALSO

EXCEPTION #2: Part of the Northwest Quarter of Section Thirty-two (32), Township Five (5) South, Range Eight (8) West bounded as follows:

Commencing at a point in the center of Indiana State Road #62 a distance of one thousand nine hundred sixty-four and forty-eight hundredths (1964.48) feet East of the Northwest corner of the Northwest Quarter of said Section Thirty-two (32); thence South 500 feet to an iron pin; thence East 200 feet to an iron pin; thence North 500 feet to the center of the above described State Road #62; thence West 200 feet to the Place of Beginning, and containing 2.3 acres more or less in said exception #2, being the same realty conveyed by the Grantors herein to James Otto Hormuth, et ux, by Warranty Deed dated December 29, 1962 and recorded January 2, 1963 in Deed Record 128 page 115 in the Office of the Recorder of Warrick County, Indiana; AND ALSO

EXCEPTION #3: A tract of land 200 feet of even width off of the entire East side of the Northwest Quarter of the Northeast Quarter of Section Thirty-two (32), Township Five (5) South, Range Eight (8) West said to contain 6.0 acres more or less in said exception #3; AND ALSO

EXCEPTION #4: A part of the Northwest Quarter of Section Thirty-two (32), Township Five (5) South, Range Eight (8) West, Warrick County, Indiana, described as follows: Commencing at the northwest corner of said quarter section; thence South 88 degrees 38 minutes 31 Seconds East 208.142 meters (682.88 feet) along the north line of said quarter section to the northwest corner of a 2.5-acre tract of land described in Deed File 2, card 16370, in the Office of the Recorder of Warrick County, Indiana; thence South 0 degrees 52 minutes 36 seconds West 15.241 meters (50.00 feet) along the west line of said 2.5-acre tract to the south boundary of S.R. 62 and the point of beginning of this description: thence South 0 degrees 52 minutes 36 seconds West 14.317 meters (46.97 feet) along said west line; thence North 87 degrees 38 minutes 29 seconds west 96.359 meters (316.14 feet); thence North 85 degrees 43 minutes 32 seconds West 80.777 meters (265.02 feet); thence South 6 degrees 21 minutes 21 seconds West 151.265 meters (496.28 feet); thence North 87 degrees 50 minutes 47 seconds West 4.539 meters (14.89 feet) to the east boundary of County Road 500 west;

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 24-06103

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



SCHEDULE A

(Continued)

thence North 0 degrees 52 minutes 36 seconds East 151.625 meters (497.46 feet) along the east boundary of said County Road 500 West to the southeastern boundary of the intersection of said County Road 500 West and S.R. 62; thence North 40 degrees 27 minutes 05 seconds East 9.705 meters (31.84 feet) along the boundary of the intersection of said County Road 500 West and said S.R. 62 to the south boundary of said S.R. 62; thence South 88 degrees 38 minutes 31 seconds East 189.766 meters (622.59 feet) along said south boundary to the point of beginning and said to contain 0.4062 hectares (1.004 acres), more or less.

Also, a part of the Northwest Quarter of Section Thirty-two (32), Township Five (5) South, Range Eight (8) West, Warrick County, Indiana, described as follows: Commencing at the northwest corner of said quarter section; thence South 88 degrees 38 minutes 31 seconds East 451.982 meters (1,482.88 feet) along the north line of said quarter section; thence South 0 degrees 52 minutes 36 seconds West 15.241 meters (50.00 feet) to the south boundary of S.R. 62 and the point of beginning of this description, which point is also the northeast corner of Tract 6 as designated on a plat of survey for Alan G. Bennett, the plat of which survey is recorded in Plat Book 4, page 25, in the Office of the Recorder of Warrick County, Indiana; thence South 88 degrees 38 minutes 31 seconds East 152.633 meters (500.76 feet) along the boundary of said S.R. 62 to the west line of a 2.3-acre tract of land described in Deed Record 128, page 115, in the Office of the Recorder of Warrick County, Indiana; thence South 0 degrees 40 minutes 52 seconds West 7.770 meters (25.49 feet) along the west line of said 2.3-acre tract; thence North 88 degrees 17 minutes 57 seconds West 133.659 meters (438.51 feet); thence South 1 degree 32 minutes 16 seconds West 5.000 meters (16.40 feet); thence North 88 degrees 33 minutes 25 seconds West 18.952 meters (62.18 feet) to the east line of said Tract 6; thence North 0 degrees 52 minutes 36 seconds East 11.943 meters (39.18 feet) along said east line to the point of beginning and said to contain 0.1212 hectares (0.299 acres), more or less.

Also, a part of the Northwest Quarter and a part of the Northwest Quarter of the Northeast Quarter of Section Thirty-two (32), Township Five (5) South, Range Eight (8) West, Warrick County, Indiana, described as follows: Commencing at the northeast corner of said quarter-quarter section; thence North 88 degrees 38 minutes 31 seconds West 60.960 meters (200.00 feet) along the north line of said quarter-quarter section to the northwest corner of a 1.12-acre tract of land described in Deed Record 129, page 431, in the Office of the Recorder of Warrick County, Indiana; thence South 0 degrees 34 minutes 59 seconds West 15.241 meters (50.00 feet) along the west line of said 1.12-acre tract to the south boundary of S.R. 62 and the point of beginning of this description; thence South 0 degrees 34 minutes 59 seconds West 15.210 meters (49.90 feet) along said west line; thence South 87 degrees 35 minutes 32 seconds West 81.857 meters (268.56 feet); thence North 88 degrees 19 minutes 57 seconds West 100.000 meters (328.08 feet); thence North 86 degrees 02 minutes 31 seconds West 200.160 meters (656.69 feet); thence North 88 degrees 10 minutes 48 seconds West 87.284 meters (286.37 feet-) to- the east line-of a 2.3 acre tract of land described in Deed Record 128, page 115, in the Office of the Recorder of Warrick County, Indiana; thence North 0 degrees 40 minutes 52 seconds East 10.262 meters (33.67 feet) along said east line to the south boundary of said S.R. 62; thence South 88 degrees 38 minutes 31 seconds East 468.830 meters (1,538.15 feet) along said south boundary to the point of beginning and said to contain 0.7519 hectares (1.858 acres), more or less; AND ALSO

EXCEPTION #5: Part of the Northwest quarter of the Northwest quarter of Section Thirty-two (32), Township Five (5) South, Range Eight (8) West, more particularly described as follows:

Commencing at a point 861.48 feet east and 300 feet south of the Northwest corner of said quarter quarter section, thence South 75 feet; thence West 200 feet parallel with the center line of Indiana State Road #62; thence North 75 feet; thence East parallel with the center line of Indiana State Road #62 200 feet to the point

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 24-06103

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



SCHEDULE A

(Continued)

of beginning, said to contain 0.344 acre, more or less.

This conveyance is also made SUBJECT TO the Railroad originally known as Lake Erie, Evansville and Southwestern Railway Company (now Southern Railway) originally set out in a Quit Claim Deed dated August 12, 1880 and appearing of record in Deed Volume #35 at page #330 in the office of the Warrick County Recorder, said to contain 6.49 acres more or less, for such railway;

and said to contain in all after said exceptions, and after said railway, 176.182 acres, more or less.

STEWART TITLE GUARANTY COMPANY

Bosse Title Company, LLC



Jeffrey H. Bosse, President

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 24-06103

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



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 24-06103

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. Trustee's Deed from Steven A. Bennett, Trustee of The Alan G. Bennett Revocable Living Trust U/T/A December, 12, 1994 to TBD.
 - b. Mortgage from TBD to TBD, securing the principal amount of \$0.00.
5. Company must be furnished that portion of Alan G. Bennett Revocable Living Trust U/T/A 12/12/94, as amended, establishing the trustee of said trust and any portion of the trust setting forth the guidelines that the trustee must follow in the execution of deeds. Upon review of such, Company reserves the right to make additional requirements.
6. NOTE: IF THE OWNERSHIP OF THE INSURED PARCELS IS SEVERED, THERE MAY NOT BE LEGAL ACCESS TO A PUBLIC ROADWAY, ABSENT AN EASEMENT AGREEMENT. CURRENTLY, THE PARCELS ALL GAIN ACCESS VIA PARCELS 87-09-32-100-001.000-002, 87-09-32-100-003.000-002 and 87-09-32-200-006.000-002 .
7. For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured which is acceptable to the Company. The Company may amend this commitment to add, among other matters, additional exceptions or requirements after being provided the designation of the Proposed Insured.
8. The Proposed Policy Amount(s) must be modified to the full value of the estate or interest being insured, and any additional premium must be paid. The Proposed Policy Amount for an owner's policy should reflect the contract sales price unless the Company is furnished with a current appraisal indicating a different value. The Proposed Policy Amount for a loan policy will not be issued for an amount less than the principal amount of the mortgage debt or no more than 20% in excess of the principal debt in order to cover interest, foreclosure costs, etc. Proposed Policy Amount(s) will be revised, and premiums will be charged per the Company's Rate Manual then in effect when the final amounts of insurance are approved.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 24-06103

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



SCHEDULE B PART I

(Continued)

9. You must tell us in writing if the determination is made that the property to be insured includes a mobile home or any type of manufactured housing. Additional requirements may be imposed after said determination, including, but not limited to the proposed mortgage must state that it is securing the land and the mobile/manufactured unit as part of the real estate.
10. Title Company must be provided evidence that the Homeowners Association fees are paid current.

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

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

NOTE: By virtue of I.C. 27-7-3.6, a Title Insurance Enforcement Fund Fee (TIEFF) of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006.

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

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

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

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 24-06103

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



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 24-06103

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II -Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 24-06103

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



SCHEDULE B, PART II

(Continued)

7. Taxes for the year 2023, payable in 2024 and all taxes for subsequent years. Boon Township; Tax Code No. 87-09-32-100-108.000-003; Assessed in the name of Steven A. Bennett, Trustee of The Alan G. Bennett Revocable Living Trust; Assessed as Agricultural- Vacant Land; Assessed Value of Land \$7,300; Assessed Value of Improvements \$0; Homestead Exemption \$0; Homestead Supplemental \$0; May installment \$73.00, paid; November installment \$73.00, paid.

Storm Water Special Assessment for the year 2023, payable in 2024, and all assessments for subsequent years. Boon Township; Tax Code No. 87-09-32-100-108.000-003; Assessed in the name of Steven A. Bennett, Trustee of The Alan G. Bennett Revocable Living Trust; May installment \$30.00 paid; November installment \$30.00 paid.

Assessed on PT NW S32 T5 R8 6 A

Taxes for the year 2023, payable in 2024 and all taxes for subsequent years. Boon Township; Tax Code No. 87-09-32-100-039.000-002; Assessed in the name of Steven A. Bennett, Trustee of The Alan G. Bennett Revocable Living Trust; Assessed as Agricultural- Vacant Land; Assessed Value of Land \$1,300; Assessed Value of Improvements \$0; Homestead Exemption \$0; Homestead Supplemental \$0; May installment \$19.17, paid; November installment \$0.

Assessed on PT NW S32 T5 R8 .776 A EXC OIL & GAS

Taxes for the year 2023, payable in 2024 and all taxes for subsequent years. Boon Township; Tax Code No. 87-09-32-100-003.000-002; Assessed in the name of Steven A. Bennett, Trustee of The Alan G. Bennett Revocable Living Trust; Assessed as Agricultural- Vacant Land; Assessed Value of Land \$800; Assessed Value of Improvements \$0; Homestead Exemption \$0; Homestead Supplemental \$0; May installment \$11.80, paid; November installment \$0.

Assessed on PT NW NE S32 T5 R8 .37 A Easement no longer exists

Taxes for the year 2023, payable in 2024 and all taxes for subsequent years. Boon Township; Tax Code No. 87-09-32-200-006.000-002; Assessed in the name of Steven A. Bennett, Trustee of The Alan G. Bennett Revocable Living Trust; Assessed as Agricultural- Vacant Land; Assessed Value of Land \$41,700; Assessed Value of Improvements \$0; Homestead Exemption \$0; Homestead Supplemental \$0; May installment \$307.46, paid; November installment \$307.46, paid.

Assessed on PT NW NE S32 T5 R8 31.602 A

Taxes for the year 2023, payable in 2024 and all taxes for subsequent years. Boon Township; Tax Code No. 87-09-32-100-001.000-002; Assessed in the name of Steven A. Bennett, Trustee of The Alan G. Bennett Revocable Living Trust; Assessed as Agricultural- Cash Grain/General Farm; Assessed Value of Land \$246,900; Assessed Value of Improvements \$141,800; Homestead Exemption \$48,000; Homestead Supplemental \$41,480; May installment \$2,206.16, paid; November installment \$2,206.16, paid.

Storm Water Special Assessment for the year 2023, payable in 2024, and all assessments for subsequent years. Boon Township; Tax Code No. 87-09-32-100-001.000-002; Assessed in the name of Steven A. Bennett, Trustee of The Alan G. Bennett Revocable Living Trust; May installment \$27.00 paid; November installment \$27.00 paid.

Assessed on PT NW S32 T5 R8 137.427 A

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 24-06103

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



SCHEDULE B, PART II

(Continued)

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

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

8. Rights-of-way for drainage tiles, ditches, feeders and laterals, if any.
9. Rights of the public, State of Indiana, County of Warrick and the municipality in and to that part of the premises taken or used for road purposes.
10. Right-of-Way granted to Kentucky Natural Gas Corporation dated October 17, 1933 and recorded January 29, 1934 in Misc Record 18, Pages 495-597.
11. Terms and provisions set forth in the Warranty Deed dated October 4, 1963 and recorded October 11, 1963 in Deed Record 129, Page 431.
12. Right of Way Deed granted to Aluminum Company of America dated September 28, 1987 and recorded October 5, 1987 in Deed File #3, Card #1479.
13. Deed of Right of Way granted to S.B. Stegall recorded November 3, 1986 in Deed File #2, Card #18315.
14. Amendment to Deed of Right of Way between Alan G. Bennett, Patricia A. Bennett and Aluminum Company of America dated July 30, 1988 and recorded August 5, 1988 in Deed File #3, Card #3195.
15. Easement for Right of Way granted to Southern Indiana Gas and Electric Company dated October 10, 1961 and recorded January 11, 1990 in Deed File #3, Card #8318.
16. Right of Way Agreement granted to Texas Gas Transmission Corporation, a Delaware Corporation, dated August 30, 2002 and recorded September 6, 2002 as Document No. 2002R-012450.
17. Meter Site Easement granted to Texas Gas Transmission Corporation, a Delaware Corporation, dated August 20, 2002 and recorded September 6, 2002 as Document No. 2002R-012451.
18. Meter Site Easement granted to Boonville Gas Corporation dated September 10, 2009 and recorded September 10, 2009 as Document No. 2009R-009142.
19. Oil and Gas Lease by and between Alan Gough Bennett and Patricia Bennett, husband and wife, Lessor and John Burley Scales, Lessee, dated July 27, 1984 and recorded July 27, 1984 in Misc. File #2, Card #13760.
20. Agreement for Right of Way granted to Boonville Natural Gas Corporation, an Indiana corporation, dated March 6, 1990 and recorded March 8, 1990 in Deed File #3, Card #8734.
21. Agreement for Right of Way granted to Boonville Natural Gas Corporation, an Indiana corporation, dated March 13, 1996 and recorded December 3, 1996 as Document No. 1996R-011433.
22. Terms and provisions set forth in the Warranty Deed dated March 4, 1999 and recorded June 11, 1999 as Document No. 1999R-007453.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 24-06103

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



SCHEDULE B, PART II

(Continued)

23. Access from that part of the insured premises described as 87-09-32-100-108.000-003 and 87-09-32-100-039.000-002 to S.R. 62, which is gained over adjacent property described as 87-09-32-100-001.000-002, 87-09-32-100-003.000-002 and 87-09-32-200-006.000-002.
- NOTE: In the event that the ownership of the parcels is severed without an adequate easement for ingress and egress, there will be no access to that part described as 87-09-32-100-108.000-003 and 87-09-32-100-039.000-002
24. Any right, title or interest of railroad in and to right-of-way for railroad switch track, spur, track railway facilities and other related easements, if any, on or across the land, including, but not limited to the conveyance in Quitclaim Deed dated August 12, 1880 and recorded in Deed Volume 35, Page 330.
25. Rights of all upper and lower riparian owners and the public in general in and to the waters of and to the uninterrupted natural unpolluted flow thereof. The policy to be issued will not guarantee nor insure riparian rights.
26. Any mobile/manufactured home located upon the real estate set out in Schedule A is not to be considered a part of said real estate and no insurance is afforded to said mobile/manufactured home.
27. The reference to acreage is shown merely to aid in the identification of the insured premises and this policy shall not be construed as insuring such quantity of land.
28. Any loss incurred by reason of split of real estate set forth in Schedule A without prior approval of the County Area Plan Commission and County Assessor.
29. Covenants, conditions, agreements, declarations and restrictions, if any, appearing in the public record.
30. Any easements or servitudes appearing in the public records.
31. Any lease, grant, exceptions or reservation of minerals or mineral rights appearing in the public records.
32. The address, if any, is set forth for informational purposes only. The company assumes no liability and no insurance is granted for the common address of the insured premises.
33. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservation of interests that are not listed.
34. Any discrepancies between the actual boundaries of the land and the apparent boundaries indicated by fences, planting or other improvements.
35. All existing sewer agreements and any easement, either created thereby or used pursuant thereto.
36. Any possible charges for sewer services, charges and/or connection charges.
37. Any possible ditch assessments or special assessments.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 24-06103

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



SCHEDULE B, PART II

(Continued)

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

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

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

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

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

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

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

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

NOTE: Indiana state law, effective July 1, 2023, prohibits ownership of certain real property by certain foreign parties. This law can be found at Indiana Code § 1-1-16-1, et seq. ("the Act"). Any loss or damage resulting from a violation of the Act is excluded under the terms of the Policy.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II -Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 24-06103

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



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT A

The Land is described as follows:

The Northwest Quarter of Section Thirty-two (32), and also the Northwest Quarter of the Northeast Quarter of Section Thirty-two (32), both in Township Five (5) South, Range Eight (8) West, less the following five (5) exceptions:

EXCEPTION #1: Part of the Northwest Quarter of Section Thirty-two (32), Township Five (5) South, Range Eight (8) West, commencing in the center of U. S. Highway #460 (also now known as Indiana State Road #62) at a point which is 1461.48 feet east of the intersection of the center line of a public road running North and South adjacent to and east of Center Cemetery and the center line of said State Road #62, at a point which is 50 feet North of the Northeast corner of Tract #6 as designated on a plat of survey for Alan G. Bennett of part of the Northwest Quarter of Section Thirty-two (32), Township Five (5) South, Range Eight (8) West dated September 4, 1955 by Edward G. Bottomly and recorded October 1, 1955 in Plat Book 4 page 25 in the Office of the Recorder of Warrick County, Indiana; thence South along the East line of said Tract #6 a distance of 300 feet to a point which is the southeast corner of said tract #6; thence West and parallel to the centerline of State Road #62 a distance of 600 feet to a point which is the southwest corner of Tract #1 in the above described plat [Plat Book 4 page 25]; thence continuing West and parallel to the centerline of State Road #62 a distance of 200 feet to a point which is the northwest corner of a tract reconveyed to the above grantors from Jeffrey T. Gore and Susan E. Gore by Warranty deed dated May 24, 1993 and appearing of record in Deed File #3, Card #14621 in the office of the Warrick County Recorder; thence North 300 feet to the center of State Road #62; thence East along the center line of said road 800 feet to the place of beginning, said to contain 5.52 acres more or less in said exception #1; AND ALSO

EXCEPTION #2: Part of the Northwest Quarter of Section Thirty-two (32), Township Five (5) South, Range Eight (8) West bounded as follows:

Commencing at a point in the center of Indiana State Road #62 a distance of one thousand nine hundred sixty-four and forty-eight hundredths (1964.48) feet East of the Northwest corner of the Northwest Quarter of said Section Thirty-two (32); thence South 500 feet to an iron pin; thence East 200 feet to an iron pin; thence North 500 feet to the center of the above described State Road #62; thence West 200 feet to the Place of Beginning, and containing 2.3 acres more or less in said exception #2, being the same realty conveyed by the Grantors herein to James Otto Hormuth, et ux, by Warranty Deed dated December 29, 1962 and recorded January 2, 1963 in Deed Record 128 page 115 in the Office of the Recorder of Warrick County, Indiana; AND ALSO

EXCEPTION #3: A tract of land 200 feet of even width off of the entire East side of the Northwest Quarter of the Northeast Quarter of Section Thirty-two (32), Township Five (5) South, Range Eight (8) West said to contain 6.0 acres more or less in said exception #3; AND ALSO

EXCEPTION #4: A part of the Northwest Quarter of Section Thirty-two (32), Township Five (5) South, Range Eight (8) West, Warrick County, Indiana, described as follows: Commencing at the northwest corner of said quarter section; thence South 88 degrees 38 minutes 31 Seconds East 208.142 meters (682.88 feet) along the north line of said quarter section to the northwest corner of a 2.5-acre tract of land described in Deed File 2, card 16370, in the Office of the Recorder of Warrick County, Indiana; thence South 0 degrees 52 minutes 36 seconds West 15.241 meters (50.00 feet) along the west line of said 2.5-acre tract to the south boundary of S.R. 62 and the point of beginning of this description; thence South 0 degrees 52 minutes 36 seconds West 14.317 meters (46.97 feet) along said west line; thence North 87 degrees 38 minutes 29 seconds west 96.359 meters (316.14 feet); thence North 85 degrees 43 minutes 32 seconds West 80.777 meters (265.02 feet); thence South 6 degrees 21 minutes 21 seconds West 151.265 meters (496.28 feet); thence North 87 degrees 50 minutes 47 seconds West 4.539 meters (14.89 feet) to the east boundary of County Road 500 west; thence North 0 degrees 52 minutes 36

EXHIBIT A

(Continued)

seconds East 151.625 meters (497.46 feet) along the east boundary of said County Road 500 West to the southeastern boundary of the intersection of said County Road 500 West and S.R. 62; thence North 40 degrees 27 minutes 05 seconds East 9.705 meters (31.84 feet) along the boundary of the intersection of said County Road 500 West and said S.R. 62 to the south boundary of said S.R. 62; thence South 88 degrees 38 minutes 31 seconds East 189.766 meters (622.59 feet) along said south boundary to the point of beginning and said to contain 0.4062 hectares (1.004 acres), more or less.

Also, a part of the Northwest Quarter of Section Thirty-two (32), Township Five (5) South, Range Eight (8) West, Warrick County, Indiana, described as follows: Commencing at the northwest corner of said quarter section; thence South 88 degrees 38 minutes 31 seconds East 451.982 meters (1,482.88 feet) along the north line of said quarter section; thence South 0 degrees 52 minutes 36 seconds West 15.241 meters (50.00 feet) to the south boundary of S.R. 62 and the point of beginning of this description, which point is also the northeast corner of Tract 6 as designated on a plat of survey for Alan G. Bennett, the plat of which survey is recorded in Plat Book 4, page 25, in the Office of the Recorder of Warrick County, Indiana; thence South 88 degrees 38 minutes 31 seconds East 152.633 meters (500.76 feet) along the boundary of said S.R. 62 to the west line of a 2.3-acre tract of land described in Deed Record 128, page 115, in the Office of the Recorder of Warrick County, Indiana; thence South 0 degrees 40 minutes 52 seconds West 7.770 meters (25.49 feet) along the west line of said 2.3-acre tract; thence North 88 degrees 17 minutes 57 seconds West 133.659 meters (438.51 feet); thence South 1 degree 32 minutes 16 seconds West 5.000 meters (16.40 feet); thence North 88 degrees 33 minutes 25 seconds West 18.952 meters (62.18 feet) to the east line of said Tract 6; thence North 0 degrees 52 minutes 36 seconds East 11.943 meters (39.18 feet) along said east line to the point of beginning and said to contain 0.1212 hectares (0.299 acres), more or less.

Also, a part of the Northwest Quarter and a part of the Northwest Quarter of the Northeast Quarter of Section Thirty-two (32), Township Five (5) South, Range Eight (8) West, Warrick County, Indiana, described as follows: Commencing at the northeast corner of said quarter-quarter section; thence North 88 degrees 38 minutes 31 seconds West 60.960 meters (200.00 feet) along the north line of said quarter-quarter section to the northwest corner of a 1.12-acre tract of land described in Deed Record 129, page 431, in the Office of the Recorder of Warrick County, Indiana; thence South 0 degrees 34 minutes 59 seconds West 15.241 meters (50.00 feet) along the west line of said 1.12-acre tract to the south boundary of S.R. 62 and the point of beginning of this description; thence South 0 degrees 34 minutes 59 seconds West 15.210 meters (49.90 feet) along said west line; thence South 87 degrees 35 minutes 32 seconds West 81.857 meters (268.56 feet); thence North 88 degrees 19 minutes 57 seconds West 100.000 meters (328.08 feet); thence North 86 degrees 02 minutes 31 seconds West 200.160 meters (656.69 feet); thence North 88 degrees 10 minutes 48 seconds West 87.284 meters (286.37 feet-) to the east line-of a 2.3 acre tract of land described in Deed Record 128, page 115, in the Office of the Recorder of Warrick County, Indiana; thence North 0 degrees 40 minutes 52 seconds East 10.262 meters (33.67 feet) along said east line to the south boundary of said S.R. 62; thence South 88 degrees 38 minutes 31 seconds East 468.830 meters (1,538.15 feet) along said south boundary to the point of beginning and said to contain 0.7519 hectares (1.858 acres), more or less; AND ALSO

EXCEPTION #5: Part of the Northwest quarter of the Northwest quarter of Section Thirty-two (32), Township Five (5) South, Range Eight (8) West, more particularly described as follows:

Commencing at a point 861.48 feet east and 300 feet south of the Northwest corner of said quarter quarter section, thence South 75 feet; thence West 200 feet parallel with the center line of Indiana State Road #62; thence North 75 feet; thence East parallel with the center line of Indiana State Road #62 200 feet to the point of beginning, said to contain 0.344 acre, more or less.

This conveyance is also made SUBJECT TO the Railroad originally known as Lake Erie, Evansville and Southwestern Railway Company (now Southern Railway) originally set out in a Quit Claim Deed dated August 12, 1880 and appearing of record in Deed Volume #35 at page #330 in the office of the Warrick County Recorder, said to contain 6.49 acres more or less, for such railway;

EXHIBIT A

(Continued)

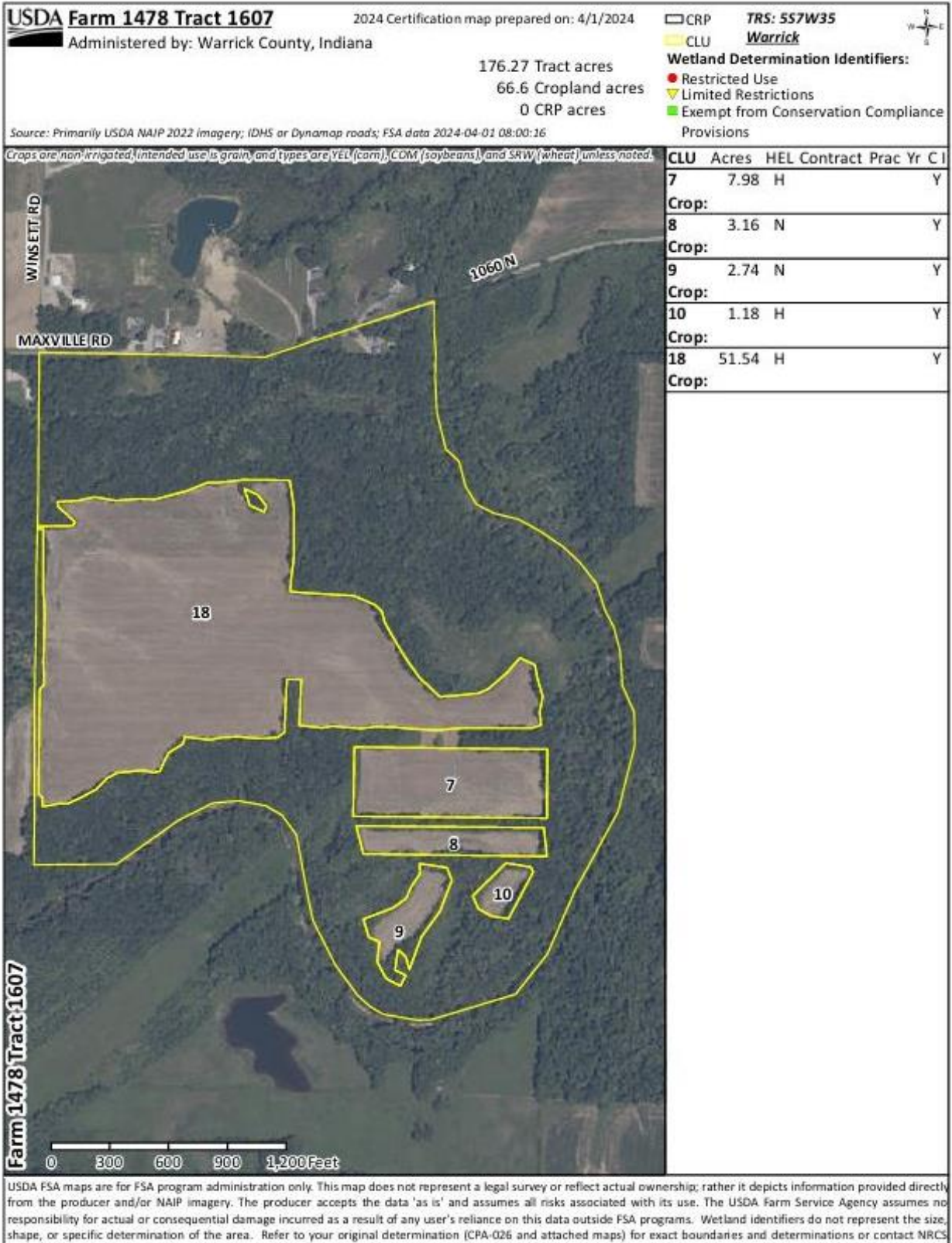
and said to contain in all after said exceptions, and after said railway, 176.182 acres, more or less.

Tract 6 – “East Farm” Totaling 170+/- Acres

Property Location: From the intersection of E. Main St & N Rockport Rd at the east edge of Boonville, continue East on 62 approximately 3.9 miles to SR 161 (by the Put N Take), at the curve, continue straight on Maxville Rd to property on your right.



FSA Data



INDIANA
WARRICK
Form: FSA-158EZ



United States Department of Agriculture
Farm Service Agency

FARM : 1478
Prepared : 9/9/24 8:51 AM CST
Crop Year : 2024

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

Operator Name :
CRP Contract Number(s) : None
Recon ID : None
Transferred From : None
ARCPLC G/IF Eligibility : Eligible

Farm Land Data

Farm#and	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
176.27	66.60	66.60	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		CRP	MPL	DCP Ag. Rel. Activity	SOD	
0.00	0.00	66.60	0.00		0.00	0.00	0.00	0.00	

Crop Election Choice

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

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HP
Corn	33.00	0.00	118	
Soybeans	29.60	0.00	33	
TOTAL	62.60	0.00		

NOTES

Tract Number : 1607
Description : 35-SS-7W
FSA Physical Location : INDIANA/WARRICK
ANSI Physical Location : INDIANA/WARRICK
BIA Unit Range Number :
HEL Status : HEL field on tract Conservation system being actively applied
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners :
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
176.27	66.60	66.60	0.00	0.00	0.00	0.00	0.0

INDIANA
WARRICK
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

FARM : 1478
Prepared : 9/9/24 8:51 AM CST
Crop Year : 2024

Abbreviated 156 Farm Record

Tract 1607 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	66.60	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	33.00	0.00	118
Soybeans	29.60	0.00	33
TOTAL	62.60	0.00	

NOTES

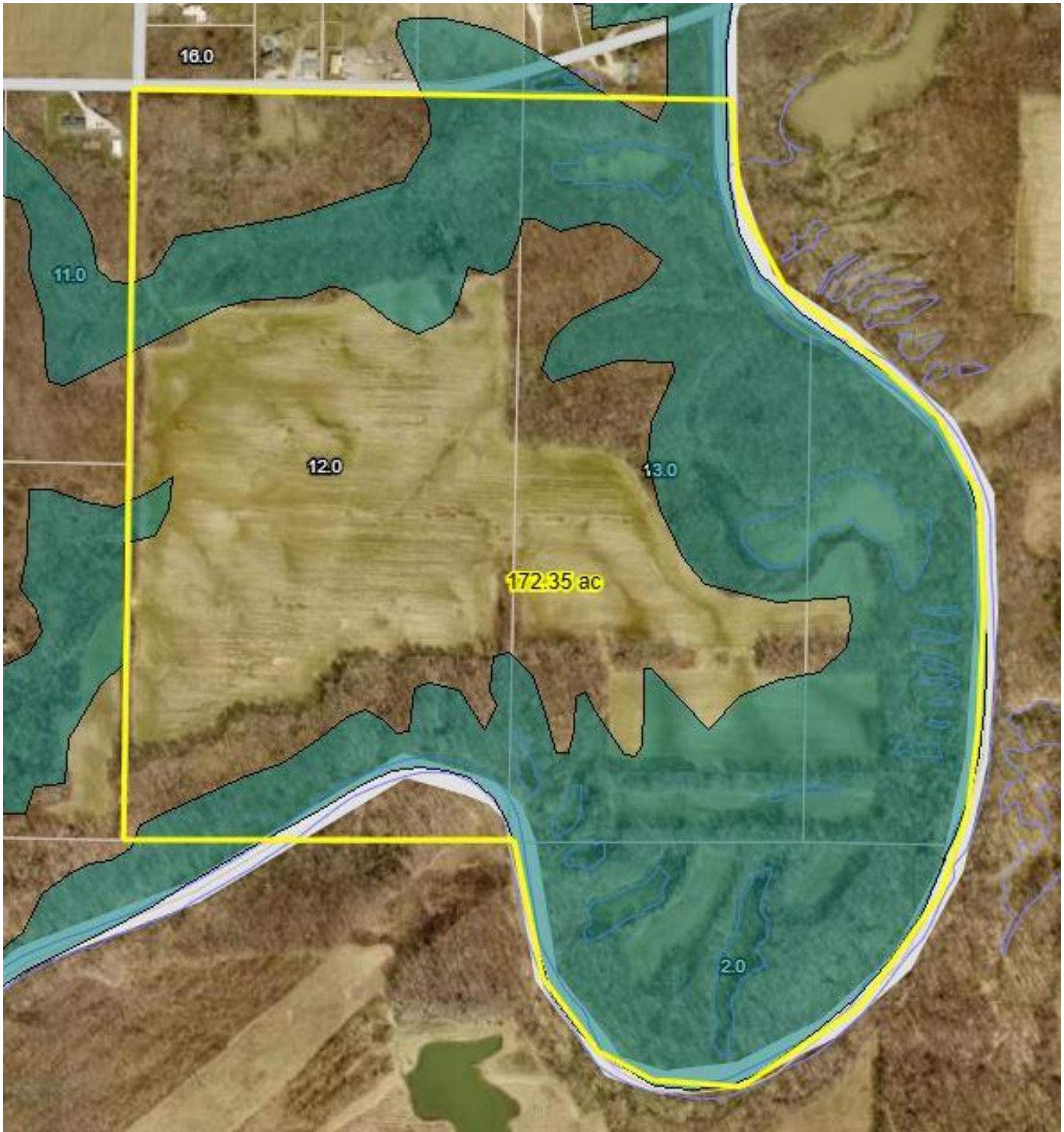
In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national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

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-8992. 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.

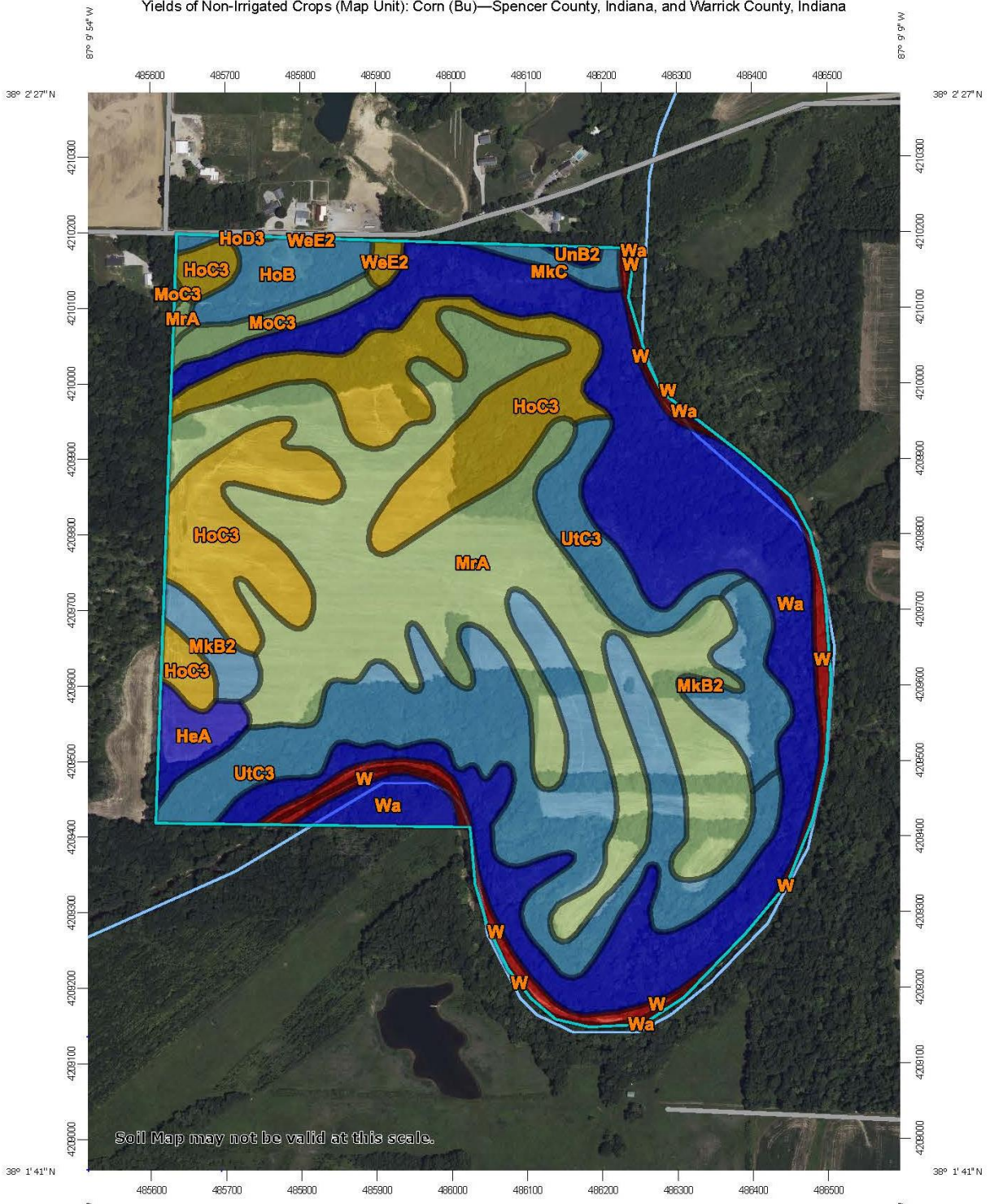


Flood Map

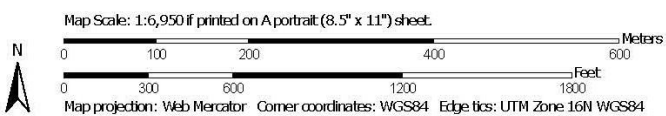


Soils Map



























Yields of Non-Irrigated Crops (Map Unit): Corn (Bu)—Spencer County, Indiana, and Warrick County, Indiana



Soil Map may not be valid at this scale.



MAP LEGEND

Area of Interest (AOI)	 Area of Interest (AOI)	Transportation	 Rails
Soils		 Interstate Highways	 US Routes
Soil Rating Polygons		 Major Roads	 Local Roads
 <= 0.00		Background	 Aerial Photography
 > 0.00 and <= 90.00			
 > 90.00 and <= 106.00			
 > 106.00 and <= 125.00			
 > 125.00 and <= 155.00			
 Not rated or not available			
Soil Rating Lines			
 <= 0.00			
 > 0.00 and <= 90.00			
 > 90.00 and <= 106.00			
 > 106.00 and <= 125.00			
 > 125.00 and <= 155.00			
 Not rated or not available			
Soil Rating Points			
 <= 0.00			
 > 0.00 and <= 90.00			
 > 90.00 and <= 106.00			
 > 106.00 and <= 125.00			
 > 125.00 and <= 155.00			
 Not rated or not available			
Water Features			
 Streams and Canals			

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Spencer County, Indiana
Survey Area Data: Version 24, Sep 1, 2023

Soil Survey Area: Warrick County, Indiana
Survey Area Data: Version 26, Sep 1, 2023

Your area of interest (AOI) includes more than one soil survey area. These survey areas may have been mapped at different scales, with a different land use in mind, at different times, or at different levels of detail. This may result in map unit symbols, soil properties, and interpretations that do not completely agree across soil survey area boundaries.

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 15, 2022—Jul 21, 2022

Yields of Non-Irrigated Crops (Map Unit): Corn (Bu)

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
UnB2	Uniontown silt loam, 2 to 6 percent slopes, eroded	140.00	0.0	0.0%
W	Water	0.00	1.1	0.7%
Wa	Wakeland silt loam, 0 to 2 percent slopes, frequently flooded	136.00	2.6	1.5%
Subtotals for Soil Survey Area			3.8	2.2%
Totals for Area of Interest			172.5	100.0%

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
HeA	Henshaw silt loam, 0 to 2 percent slopes, rarely flooded	155.00	2.5	1.5%
HoB	Hosmer silt loam, 2 to 5 percent slopes	121.00	4.5	2.6%
HoC3	Hosmer silt loam, 5 to 10 percent slopes, severely eroded	90.00	28.0	16.2%
HoD3	Hosmer silt loam, 10 to 18 percent slopes, severely eroded	82.00	0.0	0.0%
MkB2	Markland silt loam, 2 to 6 percent slopes, eroded	120.00	6.8	3.9%
MkC	Markland silt loam, 6 to 18 percent slopes	120.00	1.2	0.7%
MoC3	Markland silty clay loam, 6 to 18 percent slopes, severely eroded	105.00	2.2	1.3%
MrA	McGary silt loam, 0 to 2 percent slope	106.00	45.3	26.3%
UnB2	Uniontown silt loam, 2 to 6 percent slopes, eroded	140.00	0.3	0.2%
UtC3	Uniontown silty clay loam, 6 to 12 percent slopes, severely eroded	125.00	33.0	19.1%
W	Water	0.00	4.4	2.6%
Wa	Wakeland silt loam, 0 to 2 percent slopes, frequently flooded	136.00	39.7	23.0%
WeE2	Wellston silt loam, 18 to 25 percent slopes, eroded	90.00	0.6	0.3%
Subtotals for Soil Survey Area			168.7	97.8%
Totals for Area of Interest			172.5	100.0%

Property Cards

87-10-35-300-012.000-017

Bennett, Alan G Etal & Steven A

MAXVILLE RD

100, Vacant Land

SKELTON TWP MARKET A 1/2

General Information
Parcel Number
 87-10-35-300-012.000-017
Local Parcel Number
 87-10-35-300-012.000-017
Tax ID:

Ownership
 Bennett, Alan G Etal & Steven A Truste
 4677 W STATE ROUTE 62
 BOONVILLE, IN 47601-8421

Transfer of Ownership
Date 01/01/1900 **Owner** Bennett, Alan G Etal &
Doc ID **Code** WD **Book/Page** / **Adj Sale Price** \$0

Notes
 8/14/2017 TR18: changed prop class from 199 to 100. Removed all bldgs. kdhwsc 08/14/17
 2/6/2013 TR13: Removed Homesite. There has never been a dwelling charged on this property to have a Homesite. Allocation Review Reports. MS 2/6/13
 10/21/2011 TR12: Added T3AW ts 10-21-11
 4/15/2008 TR08: Removed one bldg. and changed grade on the other ttp 4-15-08
 3/26/2002 ChID: Previous parcel_id: 090-3557-0120

Legal
 E 1/2 SW S35 T5 R7. 80 A.

Routing Number
 063-017

Property Class 100
 Vacant Land



Agricultural

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

Year: 2023
Location Information
County Warrick
Township SKELTON TOWNSHIP
District 017 (Local 090) SKELTON TOWNSHIP
School Corp 8130 WARRICK COUNTY
Neighborhood 5017001_AV SKELTON TWP MARKET AREA 00
Section/Plat
Location Address (1) MAXVILLE RD
 BOONVILLE, IN 47601

2023	Assessment Year	2023	2022	2021	2020	2019
WIP	Reason For Change	AA	AA	AA	GenReval	GenReval
04/13/2023	As Of Date	01/01/2023	01/01/2022	01/01/2021	01/01/2020	01/01/2019
Indiana Cost Mod	Valuation Method	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
1.0000	Equalization Factor	1.0000	1.0000	1.0000	1.0000	1.0000
	Notice Required	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
\$68,900	Land	\$68,900	\$54,400	\$46,800	\$46,400	\$56,600
\$0	Land Res (1)	\$0	\$0	\$0	\$0	\$0
\$68,900	Land Non Res (2)	\$68,900	\$54,400	\$46,800	\$46,400	\$56,600
\$0	Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
\$0	Improvement	\$0	\$0	\$0	\$0	\$0
\$0	Imp Res (1)	\$0	\$0	\$0	\$0	\$0
\$0	Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
\$0	Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
\$68,900	Total	\$68,900	\$54,400	\$46,800	\$46,400	\$56,600
\$0	Total Res (1)	\$0	\$0	\$0	\$0	\$0
\$68,900	Total Non Res (2)	\$68,900	\$54,400	\$46,800	\$46,400	\$56,600
\$0	Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

Land Computations

Calculated Acreage	80.60
Actual Frontage	0
Developer Discount	<input type="checkbox"/>
Parcel Acreage	80.00
81 Legal Drain NV	0.00
82 Public Roads NV	0.00
83 UT Towers NV	0.00
9 Homesite	0.00
91/92 Acres	0.00
Total Acres Farmland	80.00
Farmland Value	\$69,410
Measured Acreage	80.60
Avg Farmland Value/Acre	861
Value of Farmland	\$68,880
Classified Total	\$0
Farm / Classified Value	\$68,900
Homesite(s) Value	\$0
91/92 Value	\$0
Supp. Page Land Value	
CAP 1 Value	\$0
CAP 2 Value	\$68,900
CAP 3 Value	\$0
Total Value	\$68,900

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

Land Type	Pricing Method	Soil ID	Act Front.	Size	Factor	Rate	Adj. Rate	Ext. Value	Infl. %	Res Elig %	Market Factor	Value
4	A	HOC3	0	1.0370	0.64	\$1,900	\$1,216	\$1,261	0%	0%	1.0000	\$1,260
4	A	HOB	0	0.0370	0.89	\$1,900	\$1,691	\$63	0%	0%	1.0000	\$60
4	A	MOC3	0	16.2720	0.50	\$1,900	\$950	\$15,458	0%	0%	1.0000	\$15,460
4	A	MRA	0	17.8880	0.85	\$1,900	\$1,615	\$28,889	0%	0%	1.0000	\$28,890
4	A	HEA	0	2.7550	1.15	\$1,900	\$2,185	\$6,020	0%	0%	1.0000	\$6,020
4	A	MKB2	0	2.4240	0.68	\$1,900	\$1,292	\$3,132	0%	0%	1.0000	\$3,130
4	A	UTC3	0	0.7350	0.85	\$1,900	\$1,615	\$1,187	0%	0%	1.0000	\$1,190
5	A	MOC3	0	0.2200	0.50	\$1,900	\$950	\$209	-60%	0%	1.0000	\$80
5	A	MRA	0	0.0730	0.85	\$1,900	\$1,615	\$118	-60%	0%	1.0000	\$50
5	A	HOC3	0	0.1470	0.64	\$1,900	\$1,216	\$179	-60%	0%	1.0000	\$70
5	A	HOB	0	2.0570	0.89	\$1,900	\$1,691	\$3,478	-60%	0%	1.0000	\$1,390
5	A	HOD3	0	0.0730	0.51	\$1,900	\$969	\$71	-60%	0%	1.0000	\$30
5	A	WEE2	0	0.0730	0.55	\$1,900	\$1,045	\$76	-60%	0%	1.0000	\$30
6	A	WEE2	0	0.7710	0.55	\$1,900	\$1,045	\$806	-80%	0%	1.0000	\$160
6	A	MKC	0	0.1100	0.55	\$1,900	\$1,045	\$115	-80%	0%	1.0000	\$20

Zoning
Subdivision
Lot
Market Model 5017001 - 017 MARKET AREA 001
Characteristics
Topography Flood Hazard
Public Utilities ERA
Streets or Roads TIF
Neighborhood Life Cycle Stage Improving
 Printed Saturday, May 6, 2023
Review Group 2025 **Data Source** External Only **Collector** 06/28/2017 **WSC** **Appraiser** 10/12/2021 **TYLER**

87-10-35-300-012.000-017

Bennett, Alan G Etal & Steven A Trus

Supplemental Land Page

SKELTON TWP MARKET ARE 2/2

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

Land Type	Pricing Method	Soil ID	Act Front.	Size	Factor	Rate	Adj. Rate	Ext. Value	Infl. %	Res Elig %	Market Factor	Value
6	A	HOC3	0	1.3220	0.64	\$1,900	\$1,216	\$1,608	-80%	0%	1.0000	\$320
6	A	HOD3	0	0.0370	0.51	\$1,900	\$969	\$36	-80%	0%	1.0000	\$10
6	A	HOB	0	3.0120	0.89	\$1,900	\$1,691	\$5,093	-80%	0%	1.0000	\$1,020
6	A	WA	0	7.1990	1.15	\$1,900	\$2,185	\$15,730	-80%	0%	1.0000	\$3,150
6	A	MOC3	0	10.1010	0.50	\$1,900	\$950	\$9,596	-80%	0%	1.0000	\$1,920
6	A	UTC3	0	7.4560	0.85	\$1,900	\$1,615	\$12,041	-80%	0%	1.0000	\$2,410
6	A	MRA	0	3.4890	0.85	\$1,900	\$1,615	\$5,635	-80%	0%	1.0000	\$1,130
6	A	HEA	0	1.5430	1.15	\$1,900	\$2,185	\$3,371	-80%	0%	1.0000	\$670
6	A	ZAB2	0	0.0370	0.72	\$1,900	\$1,368	\$51	-80%	0%	1.0000	\$10
6	A	W	0	0.8450	0.50	\$1,900	\$950	\$803	-80%	0%	1.0000	\$160
71	A	HOC3	0	0.4040	0.64	\$1,900	\$1,216	\$491	-40%	0%	1.0000	\$290
71	A	HOB	0	0.4780	0.89	\$1,900	\$1,691	\$808	-40%	0%	1.0000	\$480



87-10-35-400-013.000-017

Bennett, Alan G Etal & Steven A

MAXVILLE RD

100, Vacant Land

SKELTON TWP MARKET A 1/2

General Information
Parcel Number
87-10-35-400-013.000-017
Local Parcel Number
87-10-35-400-013.000-017
Tax ID:

Ownership
Bennett, Alan G Etal & Steven A Truste
4677 W STATE ROUTE 62
Boonville, IN 47601-8421

Transfer of Ownership
Date
Owner
Doc ID Code Book/Page Adj Sale Price V/I

Notes
3/26/2012 ChID: Previous parcel_id: 090-3557-0130

Legal
WPT W 1/2 SE S35 T5 R7, 55 A.

Routing Number
063-015

Property Class 100
Vacant Land



Agricultural

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

Year: 2023
Location Information
County
Warrick
Township
SKELTON TOWNSHIP
District 017 (Local 090)
SKELTON TOWNSHIP
School Corp 8130
WARRICK COUNTY
Neighborhood 5017001_AV
SKELTON TWP MARKET AREA 001
Section/Plat
Location Address (1)
MAXVILLE RD
BOONVILLE, IN 47601

Table with columns for Assessment Year (2023-2019), Reason For Change, As Of Date, Valuation Method, Equalization Factor, Notice Required, Land, Improvement, Total, etc.

Land Computations table with columns for Calculated Acreage, Actual Frontage, Developer Discount, Parcel Acreage, etc.

Zoning
Subdivision
Lot
Market Model
5017001 - 017 MARKET AREA 001
Characteristics
Topography
Public Utilities
Streets or Roads
Neighborhood Life Cycle Stage
Improving
Printed Saturday, May 6, 2023
Review Group 2025

Land Data (Standard Depth: Res 120', CI 120' Base Lot: Res 0' X 0', CI 0' X 0') table with columns for Land Type, Pricing Method, Soil ID, Act Front, Size, Factor, Rate, Adj. Rate, Ext. Value, Infl. %, Res Elig %, Market Factor, Value.

87-10-35-400-013.000-017

Bennett, Alan G Etal & Steven A Trus

MAXVILLE RD

Supplemental Land Page

SKELTON TWP MARKET ARE 2/2

Supplemental Land Data table with columns for Land Type, Pricing Method, Soil ID, Act Front, Size, Factor, Rate, Adj. Rate, Ext. Value, Infl. %, Res Elig %, Market Factor, Value.



87-14-02-200-002.000-017

BENNETT, STEVEN A TRUSTEE

MAXVILLE RD

100, Vacant Land

SKELTON TWP MARKET A

1/2

General Information

Parcel Number 87-14-02-200-002.000-017
Local Parcel Number 87-14-02-200-002.000-017
Tax ID:

Ownership

BENNETT, STEVEN A TRUSTEE OF TRUST
4677 W STATE ROUTE 62
BOONVILLE, IN 47601-8421

Transfer of Ownership

Table with columns: Date, Owner, Doc ID, Code, Book/Page, Adj Sale Price, V/I. Rows include 01/26/2024 BENNETT, STEVEN A and 01/01/1900 Bennett, Alan G Etal &

Notes

3/8/2006 ChID: Previous parcel_id: 090-0267-0020

Legal

PT NWNE S2 T6 R7. 15 A.

Routing Number 072-001

Property Class 100 Vacant Land

Year: 2024

Location Information

County Warrick
Township SKELTON TOWNSHIP
District 017 (Local 090) SKELTON TOWNSHIP
School Corp 8130 WARRICK COUNTY
Neighborhood 5017001_AV SKELTON TWP MARKET AREA 00
Section/Plat
Location Address (1) MAXVILLE RD BOONVILLE, IN 47601

Agricultural

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

Table with columns: Assessment Year, Reason For Change, As Of Date, Valuation Method, Equalization Factor, Notice Required, Land, Land Res (1), Land Non Res (2), Land Non Res (3), Improvement, Imp Res (1), Imp Non Res (2), Imp Non Res (3), Total, Total Res (1), Total Non Res (2), Total Non Res (3). Rows for years 2024, 2023, 2022, 2021, 2020.

Zoning

Subdivision

Lot

Market Model

5017001 - SKELTON TWP - MARK

Characteristics

Topography Flood Hazard
Public Utilities ERA
Streets or Roads TIF

Neighborhood Life Cycle Stage

Improving

Printed Friday, April 26, 2024

Review Group 2025

Data Source External Only

Collector 06/26/2017 WSC

Appraiser 09/17/2021 TYLER

Land Computations

Table with columns: Land Computations, Calculated Acreage, Actual Frontage, Developer Discount, Parcel Acreage, 81 Legal Drain NV, 82 Public Roads NV, 83 UT Towers NV, 9 Homesite, 91/92 Acres, Total Acres Farmland, Farmland Value, Measured Acreage, Avg Farmland Value/Acre, Value of Farmland, Classified Total, Farm / Classified Value, Homesite(s) Value, 91/92 Value, Supp. Page Land Value, CAP 1 Value, CAP 2 Value, CAP 3 Value, Total Value.



87-10-35-400-014.000-017

BENNETT, STEVEN A TRUSTEE

MAXVILLE RD

100, Vacant Land

SKELTON TWP MARKET A 1/2

General Information

Parcel Number 87-10-35-400-014.000-017
Local Parcel Number 87-10-35-400-014.000-017
Tax ID:

Ownership

BENNETT, STEVEN A TRUSTEE OF TRUST
4677 W STATE ROUTE 62
BOONVILLE, IN 47601-8421

Transfer of Ownership

Table with columns: Date, Owner, Doc ID, Code, Book/Page, Adj, Sale Price, V/I. Includes entries for 01/26/2024 and 01/01/1900.

Notes

3/26/2002 ChID: Previous parcel_id: 090-3557-0140

Routing Number 063-016

Property Class 100 Vacant Land

Year: 2024

Location Information

County Warrick
Township SKELTON TOWNSHIP
District 017 (Local 090) SKELTON TOWNSHIP
School Corp 8130 WARRICK COUNTY
Neighborhood 5017001_AV SKELTON TWP MARKET AREA 00
Section/Plat
Location Address (1) MAXVILLE RD BOONVILLE, IN 47601

Legal

S 1/2 SWSE S35 T5 R7. 20 A.



Agricultural

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

Table with columns: Assessment Year, Reason For Change, As Of Date, Valuation Method, Equalization Factor, Notice Required, Land, Improvement, Total. Includes sub-tables for Land Computations and Land Data.

Zoning

Subdivision

Lot

Market Model 5017001 - SKELTON TWP - MARK

Characteristics

Topography Flood Hazard
Public Utilities ERA
Streets or Roads TIF

Neighborhood Life Cycle Stage Improving

Printed Friday, April 26, 2024
Review Group 2025

Data Source External Only Collector 06/26/2017 WSC Appraiser 09/17/2021 TYLER

Land Computations

Table with columns: Description, Value. Includes rows for Calculated Acreage, Parcel Acreage, Total Acres Farmland, etc.





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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

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

Bosse Title Company, LLC

Jeffrey H. Bosse, President


Frederick H. Eppinger
President and CEO
David Hisey
Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 24-06092

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



COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 24-06092

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



5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 24-06092

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



9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

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

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 24-06092

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



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

Issuing Agent: Bosse Title Company
Issuing Office: 4799 Rosebud Lane, Newburgh, IN 47630
Issuing Office's ALTA® Registry ID: 1003043
Loan ID No.:
Commitment No.: 24-06092-1
Issuing Office File No.: 24-06092
Property Address: Maxville Rd., Boonville, IN 47601
Maxville Rd., Boonville, IN 47601
Maxville Rd., Boonville, IN 47601
Maxville Rd., Boonville, IN 47601

1. Commitment Date: July 1, 2024 at 07:00 AM

2. Policy to be issued:

Proposed Amount of Insurance:

- | | |
|---|--------|
| a. ALTA Owners Policy (7/1/2021) | |
| Proposed Insured: TBD | \$0.00 |
| The estate or interest to be insured: Fee Simple | |
| b. ALTA Loan Policy (7/1/2021) | |
| Proposed Insured: TBD, its successors and/or assigns as their
respective interests may appear. | \$0.00 |
| The estate or interest to be insured: Fee Simple | |

3. The estate or interest in the Land at the Commitment Date is: Fee Simple.

4. The Title is, at the Commitment Date, vested in:

Steven A. Bennett, Trustee of The Alan G. Bennett Revocable Living Trust U/T/A December 12, 1994

5. The Land is described as follows:

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 24-06092

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



SCHEDULE A

(Continued)

All that part of the Northwest Quarter of the Northeast Quarter of Section Two (2), Township Six (6) South, Range Seven (7) West, which lies North of Little Pigeon Creek, said to contain fifteen (15) acres, more or less;

ALSO all that part of the West Half of the Southeast Quarter of Section Thirty-five (35), Township Five (5) South, Range Seven (7) West which lies either South or West of the present course of Little Pigeon Creek said to contain Seventy-five (75) acres, regardless of the course of the stream of Little Pigeon Creek;

ALSO the East Half of the Southwest Quarter of Section Thirty-five (35), Township Five (5) South, Range Seven (7) West said to contain Eighty (80) acres, regardless of the course of the stream of Little Pigeon Creek; said to contain in all One Hundred Seventy (170) acres, more or less.

STEWART TITLE GUARANTY COMPANY

Bosse Title Company, LLC



Jeffrey H. Bosse, President

This page is only a part of a 2021 ALTA[®] Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 24-06092

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



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 24-06092

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. Trustee's Deed from Steven A. Bennett, Trustee of The Alan G. Bennett Revocable Living Trust U/T/A December 12, 1994 to TBD.
 - b. Mortgage from TBD to TBD, securing the principal amount of \$0.00.
5. Company must be furnished that portion of Alan G. Bennett Revocable Living Trust U/T/A 12/12/94, as amended, establishing the trustee of said trust and any portion of the trust setting forth the guidelines that the trustee must follow in the execution of deeds. Upon review of such, Company reserves the right to make additional requirements.
6. NOTE: IF THE OWNERSHIP OF THE INSURED PARCELS IS SEVERED, THERE MAY NOT BE LEGAL ACCESS TO A PUBLIC ROADWAY, ABSENT AN EASEMENT AGREEMENT. CURRENTLY, THE PARCELS ALL GAIN ACCESS VIA PARCEL 87-10-35-300-012.000-017.
7. For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured which is acceptable to the Company. The Company may amend this commitment to add, among other matters, additional exceptions or requirements after being provided the designation of the Proposed Insured.
8. The Proposed Policy Amount(s) must be modified to the full value of the estate or interest being insured, and any additional premium must be paid. The Proposed Policy Amount for an owner's policy should reflect the contract sales price unless the Company is furnished with a current appraisal indicating a different value. The Proposed Policy Amount for a loan policy will not be issued for an amount less than the principal amount of the mortgage debt or no more than 20% in excess of the principal debt in order to cover interest, foreclosure costs, etc. Proposed Policy Amount(s) will be revised, and premiums will be charged per the Company's Rate Manual then in effect when the final amounts of insurance are approved.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 24-06092

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



SCHEDULE B PART I

(Continued)

9. You must tell us in writing if the determination is made that the property to be insured includes a mobile home or any type of manufactured housing. Additional requirements may be imposed after said determination, including, but not limited to the proposed mortgage must state that it is securing the land and the mobile/manufactured unit as part of the real estate.
10. Title Company must be provided evidence that the Homeowners Association fees are paid current.

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

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

NOTE: By virtue of I.C. 27-7-3.6, a Title Insurance Enforcement Fund Fee (TIEFF) of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006.

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

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

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

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 24-06092

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



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 24-06092

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II -Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 24-06092
010-UN ALTA Commitment for Title Insurance Schedule BII (07-01-2021)



SCHEDULE B, PART II

(Continued)

7. Taxes for the year 2023, payable in 2024 and all taxes for subsequent years. Skelton Township; Tax Code No. 87-10-35-400-013.000-017; Assessed in the name of Steven A. Bennett, Trustee of The Alan G. Bennett Revocable Living Trust; Assessed as Agricultural- Vacant Land; Assessed Value of Land \$41,400; Assessed Value of Improvements \$0; Homestead Exemption \$0; Homestead Supplemental \$0; May installment \$274.40, paid; November installment \$274.40, paid.

Assessed on W PT W 1/2 SE S35 T5 R7. 55 A.

Taxes for the year 2023, payable in 2024 and all taxes for subsequent years. Skelton Township; Tax Code No. 87-10-35-300-012.000-017; Assessed in the name of Steven A. Bennett, Trustee of The Alan G. Bennett Revocable Living Trust; Assessed as Agricultural- Vacant Land; Assessed Value of Land \$68,900; Assessed Value of Improvements \$0; Homestead Exemption \$0; Homestead Supplemental \$0; May installment \$456.67, paid; November installment \$456.67, paid.

Assessed on E 1/2 SW S35 T5 R7 80A.

Taxes for the year 2023, payable in 2024 and all taxes for subsequent years. Skelton Township; Tax Code No. 87-10-35-400-014.000-017; Assessed in the name of Steven A. Bennett, Trustee of The Alan G. Bennett Revocable Living Trust; Assessed as Agricultural- Vacant Land; Assessed Value of Land \$12,400; Assessed Value of Improvements \$0; Homestead Exemption \$0; Homestead Supplemental \$0; May installment \$82.18, paid; November installment \$82.18, paid.

Assessed on S 1/2 SW SE S35 T5 R7 20 A

Taxes for the year 2023, payable in 2024 and all taxes for subsequent years. Skelton Township; Tax Code No. 87-14-02-200-002.000-017; Assessed in the name of Steven A. Bennett, Trustee of The Alan G. Bennett Revocable Living Trust; Assessed as Agricultural- Vacant Land; Assessed Value of Land \$9,000; Assessed Value of Improvements \$0; Homestead Exemption \$0; Homestead Supplemental \$0; May installment \$59.65, paid; November installment \$59.65, paid.

Assessed on PT NW NE S2 T6 R7 15 A

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

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

8. Rights-of-way for drainage tiles, ditches, feeders and laterals, if any.
9. Rights of the public, State of Indiana, County of Warrick and the municipality in and to that part of the premises taken or used for road purposes.
10. Easement granted to Southern Indiana Gas and Electric Company recorded October 20, 1967 in Deed Record 139, Page 291.
11. Terms and provisions as set forth in the Warranty Deed dated November 29, 1989 and recorded November 30, 1989 as Document No. 1989R-27453.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 24-06092

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



SCHEDULE B, PART II

(Continued)

12. The following oil and gas leases:
- a. dated April 22, 1993 and recorded April 23, 1993 in Misc File 3, Card 12646
 - b. dated March 5, 1965 and recorded June 17, 1965 in Record 17, Page 60;
 - c. dated June 6, 1966 and recorded June 20, 1966 in Record 17, Page 159;
 - d. dated January 8, 1968 and recorded January 26, 1968 in Record 17, Page 254
- and all assignments thereof and agreements related thereto;
13. Easement for Right of Way granted to Southern Indiana Gas and Electric Company dated October 2, 1967 and recorded October 20, 1967 as Document No. 1967R-509926 in Deed Record 139, Page 291.
14. Easements, restrictions, possible assessments for maintenance, and rights of others entitled to the continued uninterrupted flow of water through the Little Pigeon Creek.
15. Rights of all upper and lower riparian owners and the public in general in and to the waters of and to the uninterrupted natural unpolluted flow thereof. The policy to be issued will not guarantee nor insure riparian rights.
16. Access from that part of the insured premises described as 87-10-35-400-013.000-017, 87-10-35-400-014.000-017, 87-14-02-200-002.000-017 to E Maxwell Road, which is gained over adjacent property described as 87-10-35-300-012.000-017.
- NOTE: In the event that the ownership of the parcels is severed without an adequate easement for ingress and egress, there will be no access to that part described as 87-10-35-400-013.000-017, 87-10-35-400-014.000-017, 87-14-02-200-002.000-017.
17. The reference to acreage is shown merely to aid in the identification of the insured premises and this policy shall not be construed as insuring such quantity of land.
18. Any loss incurred by reason of split of real estate set forth in Schedule A without prior approval of the County Area Plan Commission and County Assessor.
19. Covenants, conditions, agreements, declarations and restrictions, if any, appearing in the public record.
20. Any easements or servitudes appearing in the public records.
21. Any lease, grant, exceptions or reservation of minerals or mineral rights appearing in the public records.
22. The address, if any, is set forth for informational purposes only. The company assumes no liability and no insurance is granted for the common address of the insured premises.
23. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservation of interests that are not listed.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 24-06092

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



SCHEDULE B, PART II

(Continued)

24. Any discrepancies between the actual boundaries of the land and the apparent boundaries indicated by fences, planting or other improvements.
25. All existing sewer agreements and any easement, either created thereby or used pursuant thereto.
26. Any possible charges for sewer services, charges and/or connection charges.
27. Any possible ditch assessments or special assessments.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 24-06092

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



SCHEDULE B, PART II

(Continued)

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

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

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

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

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

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

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

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

NOTE: Indiana state law, effective July 1, 2023, prohibits ownership of certain real property by certain foreign parties. This law can be found at Indiana Code § 1-1-16-1, et seq. ("the Act"). Any loss or damage resulting from a violation of the Act is excluded under the terms of the Policy.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 24-06092

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



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT A

The Land is described as follows:

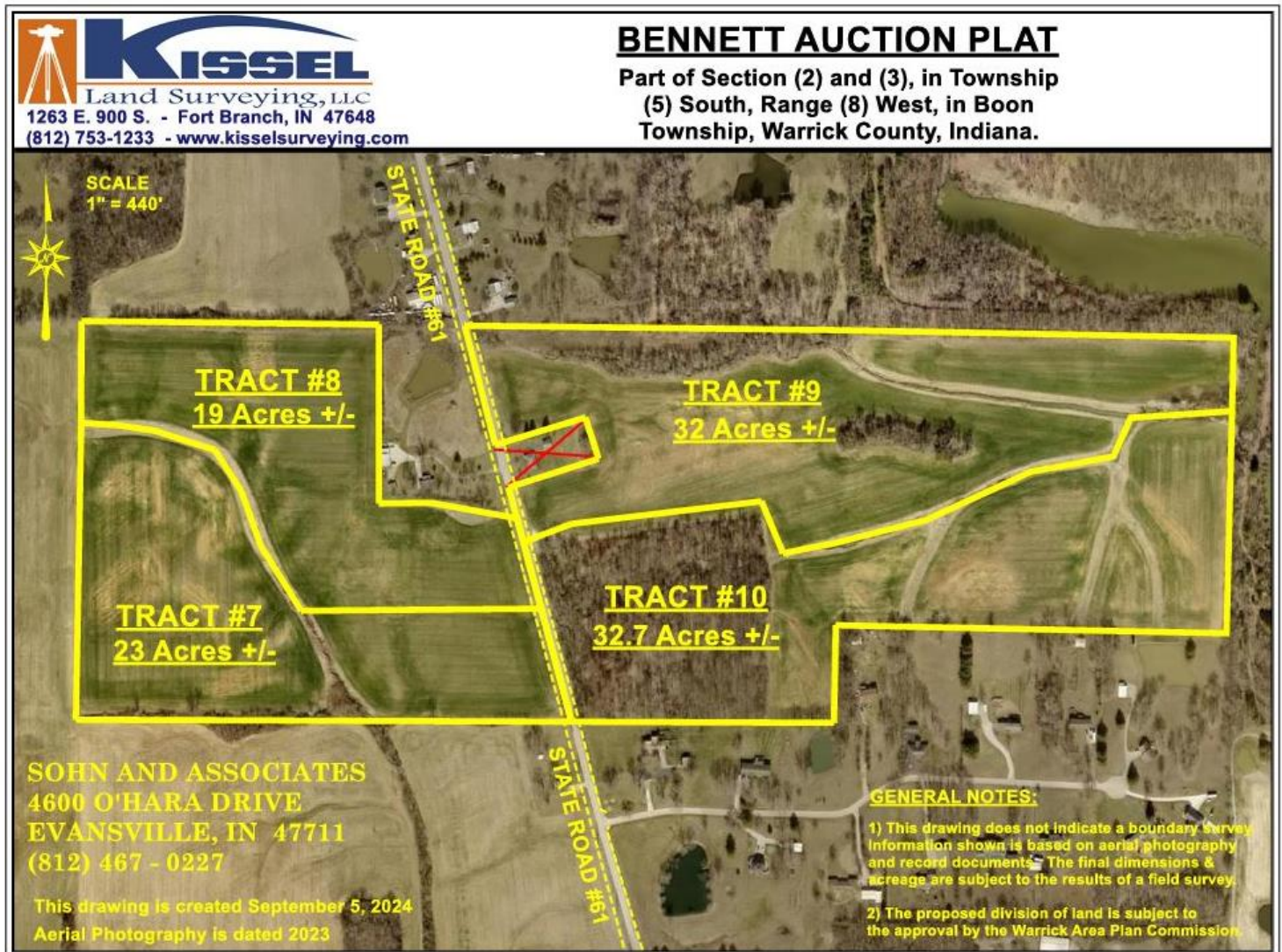
All that part of the Northwest Quarter of the Northeast Quarter of Section Two (2), Township Six (6) South, Range Seven (7) West, which lies North of Little Pigeon Creek, said to contain fifteen (15) acres, more or less;

ALSO all that part of the West Half of the Southeast Quarter of Section Thirty-five (35), Township Five (5) South, Range Seven (7) West which lies either South or West of the present course of Little Pigeon Creek said to contain Seventy-five (75) acres, regardless of the course of the stream of Little Pigeon Creek;

ALSO the East Half of the Southwest Quarter of Section Thirty-five (35), Township Five (5) South, Range Seven (7) West said to contain Eighty (80) acres, regardless of the course of the stream of Little Pigeon Creek; said to contain in all One Hundred Seventy (170) acres, more or less.

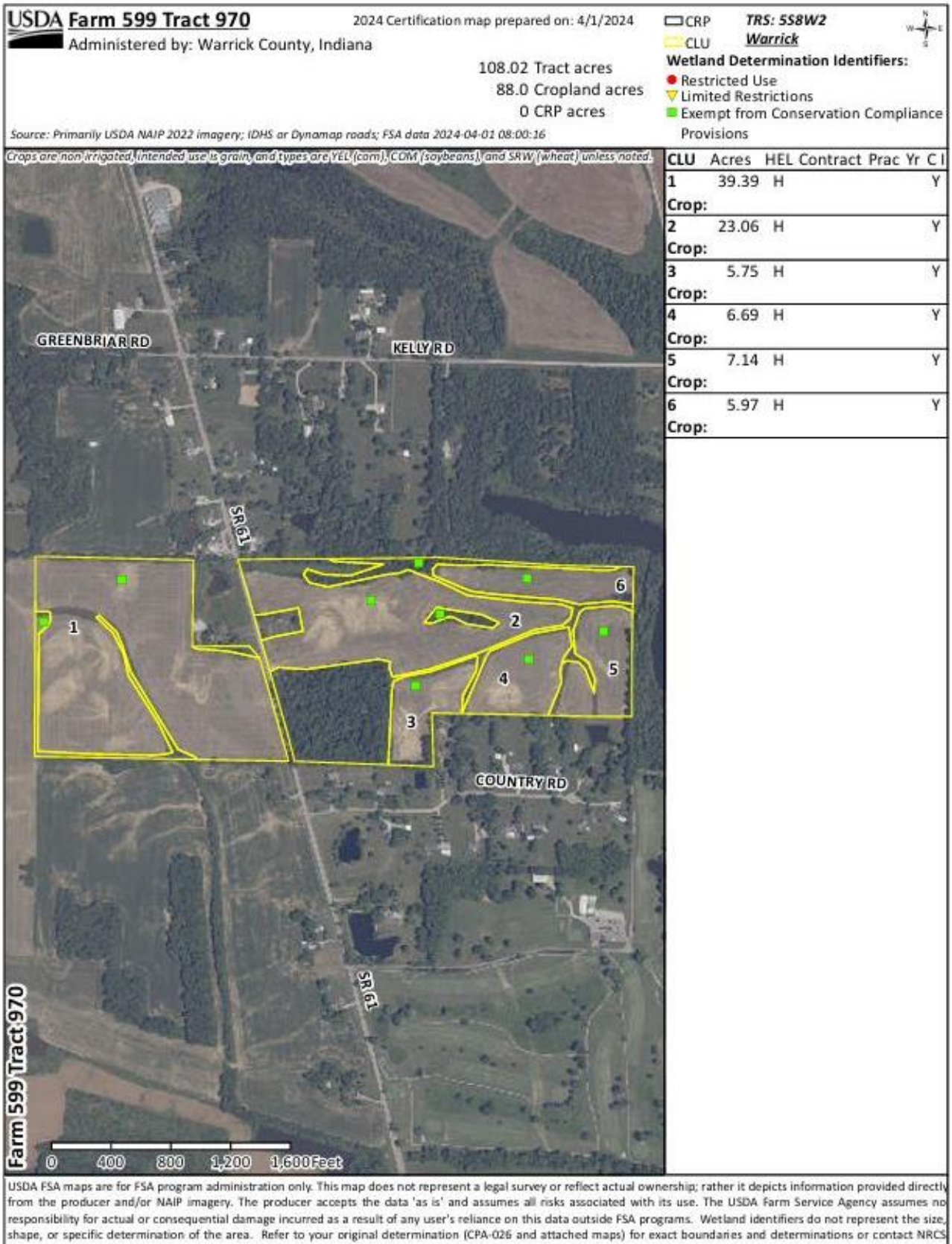
Tracts 7-10 – “North Farm” Totaling 106.72+/- Acres

Property Location: "Next To" 5699 N State Route 61 Boonville, IN; The land is located on both sides of Hwy 61 between the Boonville Country Club & Kelly Rd; (Greenbriar)



Traverse PC

FSA Data



INDIANA
WARRICK



United States Department of Agriculture
Farm Service Agency

FARM : 599

Prepared : 9/9/24 8:50 AM CST

Form: FSA-156EZ

Crop Year : 2024

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

Operator Name :
CRP Contract Number(s) : None
Recon ID : None
Transferred From : None
ARCPLC GNF Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
108.02	88.00	88.00	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD	
0.00	0.00	88.00	9.70		0.00	0.00	0.00	0.00	

Crop Election Choice

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

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	47.15	0.00	109	
Soybeans	47.15	0.00	37	
TOTAL	94.30	0.00		

NOTES

--

Tract Number : 970
Description : G5 SE, Boon 2 & 3
FSA Physical Location : INDIANA/WARRICK
ANSI Physical Location : INDIANA/WARRICK
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners :
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
108.02	88.00	88.00	0.00	0.00	0.00	0.00	0.0

INDIANA
WARRICK



United States Department of Agriculture
Farm Service Agency

FARM : 599

Prepared : 9/9/24 8:50 AM CST

Form: FSA-156EZ

Crop Year : 2024

Abbreviated 156 Farm Record

Tract 970 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	88.00	9.70	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	47.15	0.00	109
Soybeans	47.15	0.00	37
TOTAL	94.30	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, familial/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

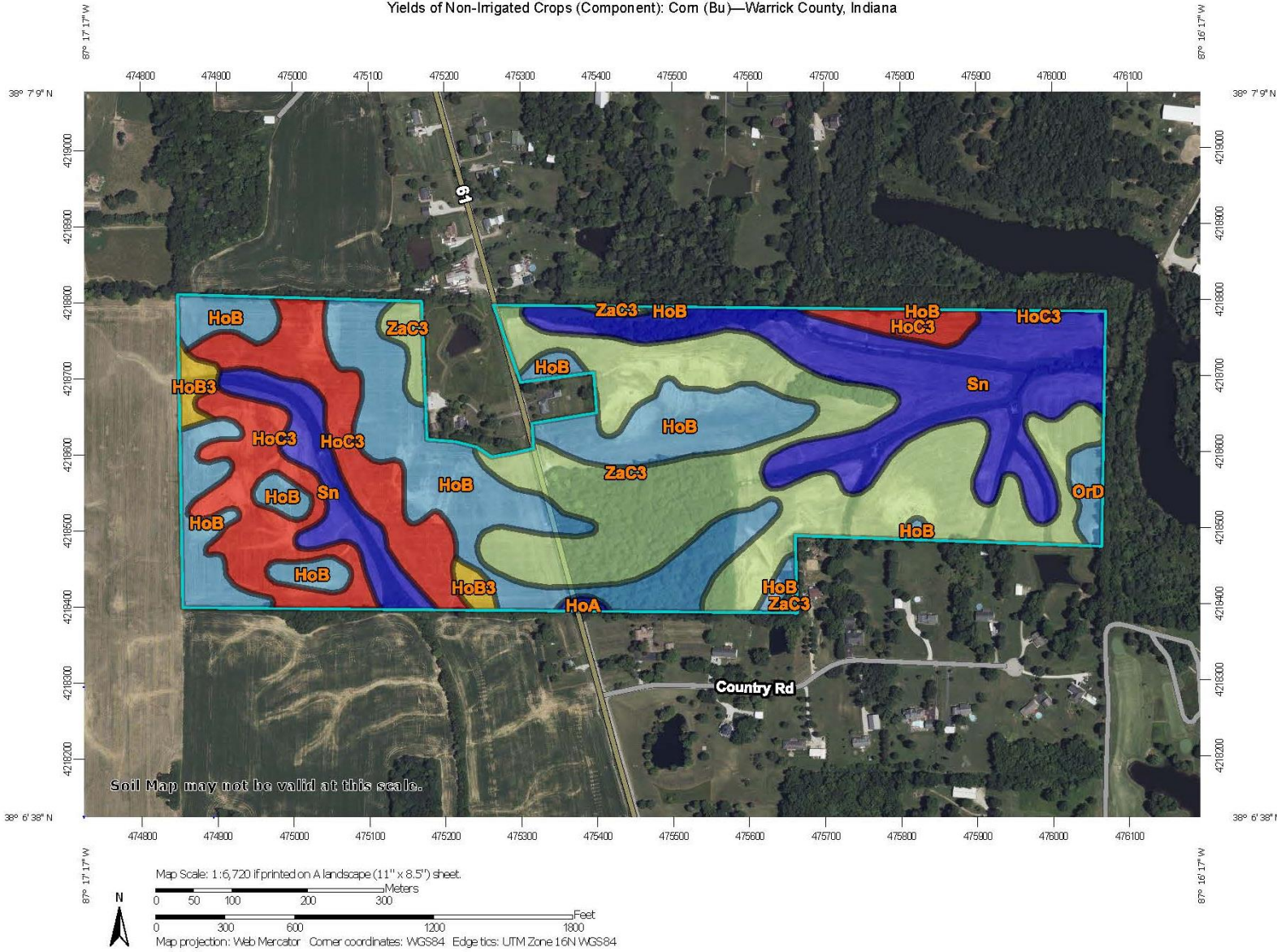
Persons with disabilities who require alternative means of communication (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.asc.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9892. Submit your completed form or letter to USDA by: (1) mail, U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1480 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.



Soils Map

Yields of Non-Irrigated Crops (Component): Corn (Bu)—Warrick County, Indiana





























USDA Natural Resources Conservation Service

Web Soil Survey
National Cooperative Soil Survey

Yields of Non-Irrigated Crops (Component): Corn (Bu)—Warrick County, Indiana

MAP LEGEND

- Area of Interest (AOI)**
 Area of Interest (AOI)
- Soils**
- Soil Rating Polygons**
-  <= 89.95
 -  > 89.95 and <= 97.20
 -  > 97.20 and <= 109.25
 -  > 109.25 and <= 121.10
 -  > 121.10 and <= 126.90
 -  Not rated or not available
- Soil Rating Lines**
-  <= 89.95
 -  > 89.95 and <= 97.20
 -  > 97.20 and <= 109.25
 -  > 109.25 and <= 121.10
 -  > 121.10 and <= 126.90
 -  Not rated or not available
- Soil Rating Points**
-  <= 89.95
 -  > 89.95 and <= 97.20
 -  > 97.20 and <= 109.25
 -  > 109.25 and <= 121.10
 -  > 121.10 and <= 126.90
 -  Not rated or not available
- Water Features**
-  Streams and Canals

- Transportation**
-  Rails
 -  Interstate Highways
 -  US Routes
 -  Major Roads
 -  Local Roads
- Background**
-  Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Warrick County, Indiana
 Survey Area Data: Version 26, Sep 1, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 15, 2022—Jul 21, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

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

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
HoA	Hosmer silt loam, 0 to 2 percent slopes	126.90	0.3	0.2%
HoB	Hosmer silt loam, 2 to 5 percent slopes	121.10	27.6	26.2%
HoB3	Hosmer silt loam, 2 to 5 percent slopes, severely eroded	97.20	1.5	1.5%
HoC3	Hosmer silt loam, 5 to 10 percent slopes, severely eroded	89.95	17.0	16.2%
OrD	Orthents, 8 to 25 percent slopes	120.00	1.2	1.2%
Sn	Stendal silt loam, 0 to 2 percent slopes, frequently flooded, brief duration	124.20	24.3	23.1%
ZaC3	Apalona-Zanesville silt loams, 6 to 12 percent slopes, severely eroded	109.25	33.2	31.6%
Totals for Area of Interest			105.1	100.0%

Property Cards

87-09-03-201-001.000-002

BENNETT, STEVEN A TRUSTEE

5611 STATE RD 61 N

100, Vacant Land

BOON TWP MARKET ARE 1/2

General Information
Parcel Number
 87-09-03-201-001.000-002
Local Parcel Number
 010-7069-0001
Tax ID:

Ownership
 BENNETT, STEVEN A TRUSTEE OF TRUST
 4677 W STATE ROUTE 62
 BOONVILLE, IN 47601-8421

Date		Owner	Doc ID	Code	Book/Page	Adj Sale Price	V/I
12/13/2023		BENNETT, STEVEN A	2023R-008804	TA	/		
12/12/2023		BENNETT, ALAN G	2023R-008803	AE	/		
09/28/2015		Bennett, Patricia Ann		Wa	2015R-008454	\$141,667	
09/28/2015		MEIER, RONALD A &		Wa	2015R-008453	\$141,667	
09/28/2015		ROBINSON, KAREN		Pe	2015R-008452	\$141,667	
01/01/1900		Robinson, Karen M &		WD	/		

Notes
 6/8/2018 COE: FORM 133 18/17, 17/18, 18/19
 Removed all bldgs per aerial & taxpayer 2016 & forward. kdh 06/08/18
 7/30/2012 TR13: Removed T3AW 52x49. Changed all improvements condition to VP. ts 7-30-12
 3/16/2010 TR10: Changed property class 100 to 199. Changed barn grade D+2 to D. ts 3-16-10
 7/29/2000 CHD: Previous parcel_id: 010-7069-0001
 ADD GIS # 87-09-02-104-001.000-002

Routing Number
 310-001

Property Class 100
 Vacant Land

Year: 2024

Location Information

County
 Warrick
Township
 BOON TOWNSHIP
District 002 (Local 010)
 BOON TOWNSHIP
School Corp 8130
 WARRICK COUNTY
Neighborhood 5002002_AV
 BOON TWP MARKET AREA 002_A
Section/Plat

Location Address (1)
 5611 STATE RD 61 N
 BOONVILLE, IN 47601

Legal
 Pt Parcel 1 Greenbarn Minor Sub 76.72 A. NOT AN APPROVED BUILDING SITE

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

2024	Assessment Year	2024	2023	2022	2021	2020
WIP	Reason For Change	AA	AA	AA	AA	GenReval
04/14/2024	As Of Date	01/01/2024	01/01/2023	01/01/2022	01/01/2021	01/01/2020
Indiana Cost Mod	Valuation Method	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
1.0000	Equalization Factor	1.0000	1.0000	1.0000	1.0000	1.0000
	Notice Required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
\$85,800	Land	\$85,800	\$71,600	\$56,500	\$48,600	\$48,200
\$0	Land Res (1)	\$0	\$0	\$0	\$0	\$0
\$85,800	Land Non Res (2)	\$85,800	\$71,600	\$56,500	\$48,600	\$48,200
\$0	Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
\$0	Improvement	\$0	\$0	\$0	\$0	\$0
\$0	Imp Res (1)	\$0	\$0	\$0	\$0	\$0
\$0	Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
\$0	Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
\$85,800	Total	\$85,800	\$71,600	\$56,500	\$48,600	\$48,200
\$0	Total Res (1)	\$0	\$0	\$0	\$0	\$0
\$85,800	Total Non Res (2)	\$85,800	\$71,600	\$56,500	\$48,600	\$48,200
\$0	Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

Land Computations

Calculated Acreage	76.17
Actual Frontage	0
Developer Discount	<input type="checkbox"/>
Parcel Acreage	76.72
81 Legal Drain NV	0.00
82 Public Roads NV	1.24
83 UT Towers NV	0.00
9 Homesite	0.00
91/92 Acres	0.00
Total Acres Farmland	75.48
Farmland Value	\$85,210
Measured Acreage	74.93
Avg Farmland Value/Acre	1137
Value of Farmland	\$85,820
Classified Total	\$0
Farm / Classified Value	\$85,800
Homesite(s) Value	\$0
91/92 Value	\$0
Supp. Page Land Value	
CAP 1 Value	\$0
CAP 2 Value	\$85,800
CAP 3 Value	\$0
Total Value	\$85,800

Zoning

Subdivision

Lot

Market Model
 5002002_AV - BOON TWP - MARK

Characteristics

Topography Flood Hazard

Public Utilities ERA

Streets or Roads TIF

Neighborhood Life Cycle Stage
 Static
 Printed Friday, April 26, 2024
 Review Group 2022

Land Data (Standard Depth: Res 100', CI 100' Base Lot: Res 0' X 0', CI 0' X 0')

Land Type	Pricing Method	Soil ID	Act Front.	Size	Factor	Rate	Adj. Rate	Ext. Value	Infl. %	Market Factor	Cap 1	Cap 2	Cap 3	Value
4	A	HOB	0	14.1503	0.89	\$2,280	\$2,029	\$28,711	0%	1.0000	0.00	100.00	0.00	\$28,710
4	A	HOB	0	0.5559	0.72	\$2,280	\$1,642	\$913	0%	1.0000	0.00	100.00	0.00	\$910
4	A	HOC	0	7.8893	0.64	\$2,280	\$1,459	\$11,510	0%	1.0000	0.00	100.00	0.00	\$11,510
4	A	SN	0	4.1559	1.11	\$2,280	\$2,531	\$10,519	0%	1.0000	0.00	100.00	0.00	\$10,520
4	A	ZAC3	0	10.9486	0.55	\$2,280	\$1,254	\$13,730	0%	1.0000	0.00	100.00	0.00	\$13,730
4	A	HOB	0	0.0515	0.89	\$2,280	\$2,029	\$104	0%	1.0000	0.00	100.00	0.00	\$100
4	A	ZAC3	0	0.1489	0.55	\$2,280	\$1,254	\$187	0%	1.0000	0.00	100.00	0.00	\$190
5	A	HOB	0	6.0278	0.89	\$2,280	\$2,029	\$12,230	-60%	1.0000	0.00	100.00	0.00	\$4,890
5	A	HOB	0	0.2022	0.72	\$2,280	\$1,642	\$332	-60%	1.0000	0.00	100.00	0.00	\$130
5	A	HOC	0	3.4879	0.64	\$2,280	\$1,459	\$5,089	-60%	1.0000	0.00	100.00	0.00	\$2,040
5	A	SN	0	1.8514	1.11	\$2,280	\$2,531	\$4,686	-60%	1.0000	0.00	100.00	0.00	\$1,870
5	A	W	0	0.4054	0.50	\$2,280	\$1,140	\$462	-60%	1.0000	0.00	100.00	0.00	\$180
5	A	ZAC3	0	3.1814	0.55	\$2,280	\$1,254	\$3,989	-60%	1.0000	0.00	100.00	0.00	\$1,600
6	A	HOA	0	0.2942	0.89	\$2,280	\$2,029	\$597	-80%	1.0000	0.00	100.00	0.00	\$120
6	A	HOB	0	6.7749	0.89	\$2,280	\$2,029	\$13,746	-80%	1.0000	0.00	100.00	0.00	\$2,750

87-09-03-201-001.000-002

BENNETT, STEVEN A TRUSTEE OF

5611 STATE RD 61 N

Supplemental Land Page

BOON TWP MARKET AREA 00 2/2

Land Data (Standard Depth: Res 100', CI 100' Base Lot: Res 0' X 0', CI 0' X 0')

Land Type	Pricing Method	Soil ID	Act Front.	Size	Factor	Rate	Adj. Rate	Ext. Value	Infl. %	Market Factor	Cap 1	Cap 2	Cap 3	Value
6	A	HOB	0	1.1385	0.72	\$2,280	\$1,642	\$1,869	-80%	1.0000	0.00	100.00	0.00	\$370
6	A	HOC	0	1.1899	0.64	\$2,280	\$1,459	\$1,736	-80%	1.0000	0.00	100.00	0.00	\$350
6	A	SN	0	2.5000	1.11	\$2,280	\$2,531	\$6,328	-80%	1.0000	0.00	100.00	0.00	\$1,270
6	A	ZAC3	0	7.9653	0.55	\$2,280	\$1,254	\$9,988	-80%	1.0000	0.00	100.00	0.00	\$2,000
71	A	HOB	0	0.8673	0.89	\$2,280	\$2,029	\$1,760	-40%	1.0000	0.00	100.00	0.00	\$1,060
71	A	HOC	0	0.3539	0.64	\$2,280	\$1,459	\$516	-40%	1.0000	0.00	100.00	0.00	\$310
71	A	SN	0	0.0753	1.11	\$2,280	\$2,531	\$191	-40%	1.0000	0.00	100.00	0.00	\$110
72	A	HOB	0	0.1728	0.50	\$2,280	\$1,140	\$197	-40%	1.0000	0.00	100.00	0.00	\$120
72	A	W	0	0.0007	0.50	\$2,280	\$1,140	\$01	-40%	1.0000	0.00	100.00	0.00	\$00
72	A	ZAC3	0	0.5376	0.50	\$2,280	\$1,140	\$613	-40%	1.0000	0.00	100.00	0.00	\$370
82	A	BA	0	1.2388	0.98	\$2,280	\$2,234	\$2,767	-100%	1.0000	0.00	100.00	0.00	\$00

87-09-02-100-035.000-002

BENNETT, STEVEN A TRUSTEE

N ST RD 61

100, Vacant Land

BOON TWP MARKET ARE 1/2

General Information

Parcel Number 87-09-02-100-035.000-002
Local Parcel Number 010-0258-0350
Tax ID:

Routing Number 005-020
Property Class 100
Vacant Land

Year: 2024

Location Information

County Warrick
Township BOON TOWNSHIP
District 002 (Local 010)
School Corp 8130
Neighborhood 5002002_AV
Section/Plat 2
Location Address (1) N ST RD 61 BOONVILLE, IN 47601

Zoning

Subdivision

Lot

Market Model 5002002_AV - BOON TWP - MARK

Characteristics

Topography Flood Hazard
Public Utilities ERA
Streets or Roads TIF
Neighborhood Life Cycle Stage Static

Printed Friday, April 26, 2024
Review Group 2022

Ownership

BENNETT, STEVEN A TRUSTEE OF TRUST
4677 W STATE ROUTE 62 BOONVILLE, IN 47601-9421

Legal

N 1/2 SE NW S2 T5 R8 20 A

Transfer of Ownership

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

Table with columns: Assessment Year, Reason For Change, As Of Date, Valuation Method, Equalization Factor, Notice Required, Land, Land Res (1), Land Non Res (2), Land Non Res (3), Improvement, Imp Res (1), Imp Non Res (2), Imp Non Res (3), Total, Total Res (1), Total Non Res (2), Total Non Res (3)

Land Data (Standard Depth: Res 100', CI 100' Base Lot: Res 0' X 0', CI 0' X 0')

Table with columns: Land Type, Pricing Method, Soil ID, Act Front., Size, Factor, Rate, Adj. Rate, Ext. Value, Infl. %, Market Factor, Cap 1, Cap 2, Cap 3, Value

Land Computations

Table with columns: Calculated Acreage, Actual Frontage, Developer Discount, Parcel Acreage, 81 Legal Drain NV, 82 Public Roads NV, 83 UT Towers NV, 9 Homesite, 91/92 Acres, Total Acres Farmland, Farmland Value, Measured Acreage, Avg Farmland Value/Acre, Value of Farmland, Classified Total, Farm / Classified Value, Homesite(s) Value, 91/92 Value, Supp. Page Land Value, CAP 1 Value, CAP 2 Value, CAP 3 Value, Total Value

Transfer of Ownership

Table with columns: Date, Owner, Doc ID, Code, Book/Page, Adj Sale Price, V/I

Agricultural

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

Table with columns: Assessment Year, Reason For Change, As Of Date, Valuation Method, Equalization Factor, Notice Required, Land, Land Res (1), Land Non Res (2), Land Non Res (3), Improvement, Imp Res (1), Imp Non Res (2), Imp Non Res (3), Total, Total Res (1), Total Non Res (2), Total Non Res (3)

Land Data (Standard Depth: Res 100', CI 100' Base Lot: Res 0' X 0', CI 0' X 0')

Table with columns: Land Type, Pricing Method, Soil ID, Act Front., Size, Factor, Rate, Adj. Rate, Ext. Value, Infl. %, Market Factor, Cap 1, Cap 2, Cap 3, Value

Land Computations

Table with columns: Calculated Acreage, Actual Frontage, Developer Discount, Parcel Acreage, 81 Legal Drain NV, 82 Public Roads NV, 83 UT Towers NV, 9 Homesite, 91/92 Acres, Total Acres Farmland, Farmland Value, Measured Acreage, Avg Farmland Value/Acre, Value of Farmland, Classified Total, Farm / Classified Value, Homesite(s) Value, 91/92 Value, Supp. Page Land Value, CAP 1 Value, CAP 2 Value, CAP 3 Value, Total Value

Notes

2/2/2012 ChID: Previous parcel_id: 010-0258-0350



87-09-02-100-036.000-002

BENNETT, STEVEN A TRUSTEE

N ST RD 61

100, Vacant Land

BOON TWP MARKET ARE 1/2

General Information

Parcel Number 87-09-02-100-036.000-002
Local Parcel Number 010-0258-0360
Tax ID:

Ownership

BENNETT, STEVEN A TRUSTEE OF TRUST
4677 W STATE ROUTE 62
BOONVILLE, IN 47601-8421

Transfer of Ownership

Table with columns: Date, Owner, Doc ID, Code, Book/Page, Adj Sale Price, V/I. Rows include transactions from 12/13/2023 to 12/21/2001.

Notes

8/2/2006 ChID: Previous parcel_id: 010-0258-0360

Routing Number 005-021

Property Class 100 Vacant Land

Legal

N 1/2 S 1/2 SE S2 T5 R8 10 A



Agricultural

Year: 2024

Location Information

County Warrick
Township BOON TOWNSHIP
District 002 (Local 010) BOON TOWNSHIP
School Corp 8130 WARRICK COUNTY
Neighborhood 5002002_AV BOON TWP MARKET AREA 002_A

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

Table with columns: Assessment Year, Reason For Change, As Of Date, Valuation Method, Equalization Factor, Notice Required, Land, Land Res (1), Land Non Res (2), Land Non Res (3), Improvement, Imp Res (1), Imp Non Res (2), Imp Non Res (3), Total, Total Res (1), Total Non Res (2), Total Non Res (3). Rows for years 2024, 2023, 2022, 2021, 2020.

Section/Plat 2
Location Address (1) N ST RD 61 BOONVILLE, IN 47601

Land Data (Standard Depth: Res 100', Cl 100' Base Lot: Res 0' X 0', Cl 0' X 0')

Table with columns: Land Type, Pricing Method, Soil ID, Act Front., Size, Factor, Rate, Adj. Rate, Ext. Value, Infl. %, Market Factor, Cap 1, Cap 2, Cap 3, Value. Rows for lots 4, 6.

Zoning
Subdivision
Lot
Market Model 5002002_AV - BOON TWP - MARK

Characteristics

Topography Flood Hazard
Public Utilities ERA
Streets or Roads TIF

Neighborhood Life Cycle Stage Static
Printed Friday, April 26, 2024

Review Group 2022

Data Source External Only Collector 08/20/2018 TYLER Appraiser 10/18/2022 TYLER

Land Computations

Table with columns: Computation Name, Value. Rows include Calculated Acreage (10.39), Parcel Acreage (0), Developer Discount, Parcel Acreage (10.00), 81 Legal Drain NV (0.00), 82 Public Roads NV (0.00), 83 UT Towers NV (0.00), 9 Homesite (0.00), 91/92 Acres (0.00), Total Acres Farmland (10.00), Farmland Value (\$13,770), Measured Acreage (10.39), Avg Farmland Value/Acre (1325), Value of Farmland (\$13,250), Classified Total (\$0), Farm / Classified Value (\$13,300), Homesite(s) Value (\$0), 91/92 Value (\$0), Supp. Page Land Value, CAP 1 Value (\$0), CAP 2 Value (\$13,300), CAP 3 Value (\$0), Total Value (\$13,300).





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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

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

Bosse Title Company, LLC

Jeffrey H. Bosse, President


Frederick H. Eppinger
President and CEO
David Hisey
Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 24-06091

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



COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 24-06091

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



5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 24-06091

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



9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

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

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 24-06091

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



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

Issuing Agent: Bosse Title Company
Issuing Office: 4799 Rosebud Lane, Newburgh, IN 47630
Issuing Office's ALTA® Registry ID: 1003043
Loan ID No.:
Commitment No.: 24-06091-1
Issuing Office File No.: 24-06091
Property Address: N. St Rd 61, Boonville, IN 47601
N. St Rd 61, Boonville, IN 47601
5611 State Rd 61 N., Boonville, IN 47601

1. **Commitment Date:** July 1, 2024 at 08:00 AM

2. **Policy to be issued:**

Proposed Amount of Insurance:

- | | |
|---|-----|
| a. ALTA Owners Policy (7/1/2021)
Proposed Insured: TBD
The estate or interest to be insured: Fee Simple | TBD |
| b. ALTA Loan Policy (7/1/2021)
Proposed Insured: TBD, its successors and/or assigns as their
respective interests may appear.
The estate or interest to be insured: Fee Simple | TBD |

3. **The estate or interest in the Land at the Commitment Date is:** Fee Simple.

4. **The Title is, at the Commitment Date, vested in:**

Steven A. Bennett, Trustee of The Alan G. Bennett Revocable Living Trust U/T/A December 12, 1994

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

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 24-06091

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



SCHEDULE A
(Continued)

87-09-02-100-036.000-002 and 87-09-02-100-035.000-002

The North Half of the Southeast Quarter of the Northwest Quarter; and the North Half of the South Half of the Southeast Quarter of the Northwest Quarter all in Section Two (2), Township Five (5) South, Range Eight (8) West, said to contain 30 acres, more or less.

87-09-03-201-001.000-002

Parcel One (1) in Greenbriar Minor Subdivision, as per plat thereof, recorded as Instrument No. 2005R-003574 on April 8, 2005, and amended Certified Plot Plan recorded as Instrument No. 2006R-000476 on January 12, 2006, in the Office of the Recorder of Warrick County, Indiana.

EXCEPT that part conveyed to Jack T. Stephans and Susan E. Stephans, husband and wife, by Warranty Deed dated March 27, 2006 and recorded April 18, 2006 as Instrument No. 2006R-005065 in the Office of the Recorder of Warrick County, Indiana.

STEWART TITLE GUARANTY COMPANY

Bosse Title Company, LLC



Jeffrey H. Bosse, President

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 24-06091

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



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 24-06091

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. Trustee's Deed from Steven A. Bennett, Trustee of The Alan G. Bennett Revocable Living Trust U/T/A December 12, 1994 to TBD.
 - b. Mortgage from TBD to TBD, securing the principal amount of \$0.00.
5. Company must be furnished that portion of Alan G. Bennett Revocable Living Trust U/T/A 12/12/94, as amended, establishing the trustee of said trust and any portion of the trust setting forth the guidelines that the trustee must follow in the execution of deeds. Upon review of such, Company reserves the right to make additional requirements.
6. NOTE: IF THE OWNERSHIP OF THE INSURED PARCELS IS SEVERED, THERE MAY NOT BE LEGAL ACCESS TO A PUBLIC ROADWAY, ABSENT AN EASEMENT AGREEMENT. CURRENTLY, THE PARCELS ALL GAIN ACCESS VIA PARCEL 87-09-03-201-001.000-002.
7. NOTE: PER THE PLAT OF GREENBRIAR MINOR SUBDIVISION, PARCEL 1 IS NOT CURRENTLY AN APPROVED BUILDABLE SITE.
8. For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured which is acceptable to the Company. The Company may amend this commitment to add, among other matters, additional exceptions or requirements after being provided the designation of the Proposed Insured.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 24-06091

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



SCHEDULE B PART I

(Continued)

9. The Proposed Policy Amount(s) must be modified to the full value of the estate or interest being insured, and any additional premium must be paid. The Proposed Policy Amount for an owner's policy should reflect the contract sales price unless the Company is furnished with a current appraisal indicating a different value. The Proposed Policy Amount for a loan policy will not be issued for an amount less than the principal amount of the mortgage debt or no more than 20% in excess of the principal debt in order to cover interest, foreclosure costs, etc. Proposed Policy Amount(s) will be revised, and premiums will be charged per the Company's Rate Manual then in effect when the final amounts of insurance are approved.
10. You must tell us in writing if the determination is made that the property to be insured includes a mobile home or any type of manufactured housing. Additional requirements may be imposed after said determination, including, but not limited to the proposed mortgage must state that it is securing the land and the mobile/manufactured unit as part of the real estate.
11. Title Company must be provided evidence that the Homeowners Association fees are paid current.

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

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

NOTE: By virtue of I.C. 27-7-3.6, a Title Insurance Enforcement Fund Fee (TIEFF) of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006.

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

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

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

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 24-06091

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



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 24-06091

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II -Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 24-06091

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



SCHEDULE B, PART II

(Continued)

7. Taxes for the year 2023, payable in 2024 and all taxes for subsequent years. Boon Township; Tax Code No. 87-09-02-100-035.000-002; Assessed in the name of The Alan G. Bennett Revocable Living Trust U/T/A December 12, 1994; Assessed as Agricultural - Vacant Land; Assessed Value of Land \$26,100; Assessed Value of Improvements \$0.00; Homestead Exemption \$0.00; Homestead Supplemental \$0.00; May installment \$192.44 paid; November installment \$192.44 paid.

Assessed on N 1/2 SE NW S2 T5 R8 20 A

Taxes for the year 2023, payable in 2024 and all taxes for subsequent years. Boon Township; Tax Code No. 87-09-02-100-036.000-002; Assessed in the name of The Alan G. Bennett Revocable Living Trust U/T/A December 12, 1994; Assessed as Agricultural - Vacant Land; Assessed Value of Land \$11,000; Assessed Value of Improvements \$0.00; Homestead Exemption \$0.00; Homestead Supplemental \$0.00; May installment \$81.10 paid; November installment \$81.10 paid.

Assessed on N 1/2 S 1/2 SE NW S2 T5 R8 10A

Taxes for the year 2023, payable in 2024 and all taxes for subsequent years. Boon Township; Tax Code No. 87-09-03-201-001.000-002; Assessed in the name of The Alan G. Bennett Revocable Living Trust U/T/A December 12, 1994; Assessed as Agricultural - Vacant Land; Assessed Value of Land \$71,600; Assessed Value of Improvements \$0.00; Homestead Exemption \$0.00; Homestead Supplemental \$0.00; May installment \$527.90 paid; November installment \$527.90 paid.

Assessed on Pt Parcel 1 Greenbriar Minor Sub 76.72A NOT AN APPROVED BUILDING SITE.

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

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

8. Rights-of-way for drainage tiles, ditches, feeders and laterals, if any.
9. Rights of the public, State of Indiana, County of Warrick and the municipality in and to that part of the premises taken or used for road purposes.
10. All building setback lines and public utility easements, existing notices, dedications, easements and other information set forth on the recorded plat of Greenbriar Minor Subdivision, appearing of record in Document No. 2005R-003574.
11. Matters Contained on Survey by William Y. Bivins IN Reg. No. 910003 dated January 9, 2006 and recorded January 12, 2006 as Document No. 2006R-000476.
12. Easement granted to Boonville Natural Gas Corporation dated August 8, 1986 and recorded January 21, 1988 in Deed File 3, Card 2044.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 24-06091

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



SCHEDULE B, PART II

(Continued)

13. Coal Mining Lease dated October 8, 1994 a Memorandum of which was recorded October 14, 1994 in Miscellaneous File 3, Card 15988; as affected by the partial release recorded May 24, 2006 as Document No. 2006R-006546; as amended by the amendment recorded May 24, 2006 as Document No. 2006R-006545, as affected by the Affidavit to Cancel recorded September 28, 2015 as Document No. 2015R-008451 and all additional agreements relating thereto or assignments thereof.
14. Access from that part of the insured premises described as 87-09-02-100-036.000-002 and 87-09-02-100-035.000-002 to State Road 61, which is gained over adjacent property described as 87-09-03-201-001.000-002.

NOTE: In the event that the ownership of the is severed without an adequate easement for ingress and egress, there will be no access to that part described as 87-09-02-100-036.000-002 and 87-09-02-100-035.000-002
15. Easements, restrictions, possible assessments for maintenance, and rights of others entitled to the continued uninterrupted flow of water through the Little Pigeon Creek.
16. Rights of all upper and lower riparian owners and the public in general in and to the waters of and to the uninterrupted natural unpolluted flow thereof. The policy to be issued will not guarantee nor insure riparian rights.
17. The reference to acreage is shown merely to aid in the identification of the insured premises and this policy shall not be construed as insuring such quantity of land.
18. Any loss incurred by reason of split of real estate set forth in Schedule A without prior approval of the County Area Plan Commission and County Assessor.
19. Covenants, conditions, agreements, declarations and restrictions, if any, appearing in the public record.
20. Any easements or servitudes appearing in the public records.
21. Any lease, grant, exceptions or reservation of minerals or mineral rights appearing in the public records.
22. The address, if any, is set forth for informational purposes only. The company assumes no liability and no insurance is granted for the common address of the insured premises.
23. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservation of interests that are not listed.
24. Any discrepancies between the actual boundaries of the land and the apparent boundaries indicated by fences, planting or other improvements.
25. All existing sewer agreements and any easement, either created thereby or used pursuant thereto.
26. Any possible charges for sewer services, charges and/or connection charges.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 24-06091

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



SCHEDULE B, PART II

(Continued)

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

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

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

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

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

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

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

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

NOTE: Indiana state law, effective July 1, 2023, prohibits ownership of certain real property by certain foreign parties. This law can be found at Indiana Code § 1-1-16-1, et seq. ("the Act"). Any loss or damage resulting from a violation of the Act is excluded under the terms of the Policy.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II -Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: 24-06091

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



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT A

The Land is described as follows:

87-09-02-100-036.000-002 and 87-09-02-100-035.000-002

The North Half of the Southeast Quarter of the Northwest Quarter; and the North Half of the South Half of the Southeast Quarter of the Northwest Quarter all in Section Two (2), Township Five (5) South, Range Eight (8) West, said to contain 30 acres, more or less.

87-09-03-201-001.000-002

Parcel One (1) in Greenbriar Minor Subdivision, as per plat thereof, recorded as Instrument No. 2005R-003574 on April 8, 2005, and amended Certified Plot Plan recorded as Instrument No. 2006R-000476 on January 12, 2006, in the Office of the Recorder of Warrick County, Indiana.

EXCEPT that part conveyed to Jack T. Stephans and Susan E. Stephans, husband and wife, by Warranty Deed dated March 27, 2006 and recorded April 18, 2006 as Instrument No. 2006R-005065 in the Office of the Recorder of Warrick County, Indiana.

Tract 11 – Spencer County River Cabin with Double Lot

Property Location: 8628 W River Rd, Rockport, IN 47635; From Reo, IN, go South on IN-161 approximately 4 miles to Right on Patronville Rd (200 S), continue West 5.8 miles to Left on County Rd 850 W, to Left on River Rd. Property will be on your left.



Property Cards

74-18-05-301-041.000-016

Steven A. Bennett, Trustee of the Alan G. Bennett Revocable Living Trust

510

ADMINISTRATIVE INFORMATION

PARCEL NUMBER
74-18-05-301-041.000-016
Parent Parcel Number

Property Address
RIVER RD
Neighborhood
8049 AV BOAT CLUB & RIVER CAMPS

Property Class
510 One Family Dwelling Platted

TAXING DISTRICT INFORMATION

Jurisdiction 74
Area 008 Luce
Corporation N
District 016
Section & Plat
Routing Number 8-54-025

Site Description

Topography:
Level
Public Utilities:
Water, Electric
Street or Road:
Paved
Neighborhood:
Static
Zoning:
Legal Acres:
0.0000

OWNERSHIP

Steven A. Bennett, Trustee of the Alan G. Bennett Revocable Living Trust
4677 Hwy 62 W
Boonville, IN 47601

BOONVILLE BOAT CLUB ORIG-SUB DIV LOT 25 (54' X 77')

Tax ID 74-18-05-301-041.000-016

Printed 4/19/2024

TRANSFER OF OWNERSHIP

Date	Transfer From	Book/Page-Document	Consideration
12/14/2023	Bennett, Alan G & Patricia A	Bk: 2023R - Pg: 03344	\$0.00

RESIDENTIAL

VALUATION RECORD

Assessment Year	01/01/2016	01/01/2017	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022	01/01/2023
Reason For Change	19- Annual Adju	19- Annual Adju	19- Annual Adju	19- Annual Adju	09- General Rev	19- Annual Adju	19- Annual Adju	19- Annual Adju
VALUATION	L 17700	17700	17700	17700	17700	17700	17700	17700
Appraised Value	B 15000	16200	16800	16800	16800	14900	21600	24800
	T 32700	33900	34500	34500	34500	32600	39300	42500
VALUATION	L 17700	17700	17700	17700	17700	17700	17700	17700
True Tax Value	B 15000	16200	16800	16800	16800	14900	21600	24800
	T 32700	33900	34500	34500	34500	32600	39300	42500

LAND DATA AND CALCULATIONS

Land Type	Rating	Measured Acreage	Table 120 Effective Depth	Prod. Factor -or- Depth Factor -or- Square Feet	Base Rate	Adjusted Rate	Extended Value	Influence Factor	Value
1 FRONT LOT	54.00	54.0000	77.00	0.90	364.00	327.60	17690		17690

Supplemental Cards

Supplemental Cards

MEASURED ACREAGE 0.0000

TRUE TAX VALUE 17690

FARMLAND COMPUTATIONS

Parcel Acreage
81 Legal Drain NV [-]
82 Public Roads NV [-]
83 UT Towers NV [-]
9 Homesites(s) [-]
91/92 Excess Acreage [-]

Measured Acreage
Average True Tax Value/Acre
TRUE TAX VALUE FARMLAND
Classified Land Total
Homesite(s) Value [+]
Excess Acreage Value [+]

TOTAL ACRES FARMLAND

Supplemental Cards
TOTAL LAND VALUE 17700

TRUE TAX VALUE



PHYSICAL CHARACTERISTICS

Style: 1 Lvl 0 - 1000 SqFt
 Occupancy: Single family
 Story Height: 1.0
 Finished Area: 672
 Attic: None
 Basement: None

ROOFING

Material: Asphalt shingles
 Type:

FLOORING

Carpet 1.0
 Sub and joists 1.0

EXTERIOR COVER

Wood siding 1.0

INTERIOR FINISH

Drywall 1.0

ACCOMMODATIONS

Finished Rooms: 3
 Bedrooms: 2

HEATING AND AIR CONDITIONING

Primary Heat: No heat gravity
 Lower /Bsmt 1 Full Upper Part Upper

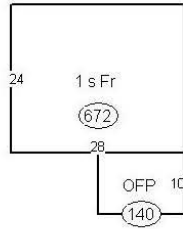
PLUMBING

#	
3	Fixt. Baths
1	Kit Sink
1	Water Heat
5	TOTAL

REMODELING AND MODERNIZATION

Amount Date

IMPROVEMENT DATA



74-18-05-301-041.000-016
 RIVER RD

Property Class: 510

1	Construction	Base Area	Floor	Finished Area Sq Ft	Value
	Wood frame	672	1.0	672	60620
		0	Crawl	----	0
TOTAL BASE					60620
	Row Type	Adjustment	SUB-TOTAL		1.00%
					60620
		Interior Finish			0
		Ext Lvg Units			0
		Basement Finish			0
		Fireplace(s)			0
		Heating			-2990
		Air Conditioning			0
		Frame/Siding/Roof			0
		Plumbing Fkt.	5		0
Sub-Total One Unit					57630
Sub-Total 0 Units					57630
Exterior Features		SUB-TOTAL ONE UNIT			57630
Description	Value	SUB-TOTAL 0 UNITS			57630
OFF-S	6150	Garages			
		0	Integral	0	
		0	Att Garage	0	
		0	Att Carports	0	
		0	Bsmt Garage	0	
		Ext Features			6150
Sub-Total					63780
Quality Class/Grade					
GRADE ADJUSTED VALUE					35210

SPECIAL FEATURES

SUMMARY OF IMPROVEMENTS

Description	Value	ID	Use	Stry Hgt	Const Type	Grade	Year Const	Eff Year	Cond	Base Rate	Feat-ures	Adj Rate	Size or Area	Computed Value	Phys Depr	Obsol Depr	Market Adj	% Comp	Value
		D	DWELL	1.00	E+2		1960	1960	AV	0.00	N	0.00	672	35210	47	0	133	100	24800
Data Collector/Date		Appraiser/Date		Neighborhood		Supplemental Cards		TOTAL IMPROVEMENT VALUE		24800									
TYLER/7/6/2021		TYLER/11/2022		Neigh 8049 AV															

74-18-05-301-040.000-016

Steven A. Bennett, Trustee of the Alan G. Bennett Revocable Living Trust

500

ADMINISTRATIVE INFORMATION

PARCEL NUMBER
74-18-05-301-040.000-016
Parent Parcel Number

Property Address
RIVER RD

Neighborhood
8049 AV BOAT CLUB & RIVER CAMPS

Property Class
500 Residential Vacant Platted Lot

TAXING DISTRICT INFORMATION

Jurisdiction 74
Area 008 Luce
Corporation N
District 016
Section & Plat
Routing Number 8-54-024

Site Description

Topography:
Level
Public Utilities:
Water
Street or Road:
Unpaved

Neighborhood:
Improving
Zoning:

Legal Acres:
0.0000

OWNERSHIP

Steven A. Bennett, Trustee of the Alan G. Bennett Revocable Living Trust
4677 HWY 62 W
Boonville, IN 47601
BOONVILLE BOAT CLUB LOT 24 ORIG SUB DIV 54 X 77

Tax ID 74-18-05-301-040.000-016

Printed 4/19/2024

TRANSFER OF OWNERSHIP

Date	Transfer From	Book/Page-Document	Consideration
12/14/2023	Bennett, Alan G. & Patricia T Revocable Living Trust	2023R - Pg: 03344	\$0.00

RESIDENTIAL

VALUATION RECORD

Assessment Year	01/01/2016	01/01/2017	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022	01/01/2023
Reason For Change	19- Annual Adju	19- Annual Adju	19- Annual Adju	19- Annual Adju	09- General Rev	19- Annual Adju	19- Annual Adju	19- Annual Adju
VALUATION	L 17700	17700	17700	17700	17700	17700	17700	17700
Appraised Value	B 0	0	0	0	0	0	0	0
	T 17700	17700	17700	17700	17700	17700	17700	17700
VALUATION	L 17700	17700	17700	17700	17700	17700	17700	17700
True Tax Value	B 0	0	0	0	0	0	0	0
	T 17700	17700	17700	17700	17700	17700	17700	17700

LAND DATA AND CALCULATIONS

Land Type	Rating	Measured Acreage	Table 120 Effective Frontage	Prod. Factor -or- Depth Factor -or- Square Feet	Base Rate	Adjusted Rate	Extended Value	Influence Factor	Value
1 FRONT LOT	54.00	54.0000	77.00	0.90	364.00	327.60	17690		17690

Supplemental Cards

MEASURED ACREAGE 0.0000

Supplemental Cards

TRUE TAX VALUE 17690

FARMLAND COMPUTATIONS

Parcel Acreage
81 Legal Drain NV [-]
82 Public Roads NV [-]
83 UT Towers NV [-]
9 Homestead(s) [-]
91/92 Excess Acreage [-]

Measured Acreage
Average True Tax Value/Acre
TRUE TAX VALUE FARMLAND
Classified Land Total
Homestead(s) Value [+]
Excess Acreage Value [+]

TOTAL ACRES FARMLAND

Supplemental Cards
TOTAL LAND VALUE 17700

TRUE TAX VALUE





SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

State Form 46234 (R6/6-14)

Date (month, day, year) 9/20/2024

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.

Property address (number and street, city, state, and ZIP code) 8628 W. RIVER ROAD, ROCKPORT, IN 47635

1. The following are in the conditions indicated:

Table with columns for Appliances, Electrical System, Water & Sewer System, and Heating & Cooling System. Rows include items like Built-in Vacuum System, Cistern, Septic Field/Bed, etc., with checkboxes for status.

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.

Signatures of Seller and Buyer with dates. Includes handwritten signatures and dates like 9/20/2024.

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) and Date (mm/dd/yy) for both Seller and Buyer.



Property address (number and street, city, state, and ZIP code)

2. ROOF	YES	NO	DO NOT KNOW
Age, if known Years. ? 18			
Does the roof leak? Porch	✓		
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?		N/A	
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?		N/A	
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 or broker?		✓	
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 <i>[Signature]</i>	Date (mm/dd/yy) 9/21/2022	Signature of Buyer	Date (mm/dd/yy)
Signature of Seller	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)
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)	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)



FORM #03.





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: 8628 W River Rd Rockport, IN 47635

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.

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.)

8628 W River Rd Rockport

(Property Address)



46 **CERTIFICATION OF ACCURACY**

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

49
50 This *Certification and Acknowledgment* may be executed simultaneously or in two or more counterparts, each of which shall be
51 deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this
52 *Certification and Acknowledgment* may be transmitted between them electronically or digitally. The parties intend that
53 electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original
54 document shall be promptly delivered, if requested.

55
56 *[Signature]* 2/28/2020 _____
57 BUYER'S SIGNATURE DATE SELLER'S SIGNATURE DATE

58
59
60 PRINTED _____ PRINTED _____

61
62
63 BUYER'S SIGNATURE DATE SELLER'S SIGNATURE DATE

64
65
66 PRINTED _____ PRINTED _____

67
68 *Trent Johny* 8-28-24 _____
69 SELLING BROKER DATE LISTING BROKER 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 2024



(Property Address) 8628 W River Rd Rockport





760 Northwest 107th Avenue, Suite 401, Miami, FL 33172
(800)869-3434 OR (800)374-8475

COMMITMENT FOR TITLE INSURANCE

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

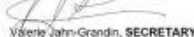
If all of the Schedule B, Part I - Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

DOMA TITLE INSURANCE, INC.

BY


Emilio Fernandez, PRESIDENT

ATTEST


Valerie John-Grandin, SECRETARY



This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

24-06104

COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.

- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. PRO-FORMA POLICY
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. CLAIMS PROCEDURES
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. CLASS ACTION
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
11. ARBITRATION
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

Issued by:

doma

DOMA TITLE INSURANCE, INC.

760 Northwest 107th Avenue, Suite 401, Miami, FL 33172

Or call us at:

General Inquiries: (800)374-8475 Claims: (800)869-3434

www.doma.com

DRAFT



DOMA TITLE INSURANCE, INC.

Doma Title Insurance, Inc.

760 Northwest 107th Avenue, Suite 401, Miami, FL 33172 (800)374-8475

COMMITMENT - Schedule A

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

Issuing Agent: Bosse Title Company
Issuing Office: 4799 Rosebud Lane, Newburgh, IN 47630
Issuing Office's ALTA® Registry ID: 1003043
Loan ID No.:
Commitment No.: 24-06104-1
Issuing Office File No.: 24-06104
Property Address: River Rd., Rockport, IN 47635

SCHEDULE A

1. Commitment Date: June 14, 2024 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (7/1/2021)
Proposed Insured: TBD-SOHN AUCTION
Proposed Amount of Insurance: [REDACTED]
The estate or interest to be insured: Fee Simple
 - b. ALTA Loan Policy (7/1/2021)
Proposed Insured: to be determined, its successors and/or assigns as their respective interests may appear.
Proposed Amount of Insurance: \$ [REDACTED]
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is:
Fee Simple
4. The Title is, at the Commitment Date, vested in:
Steven A. Bennett, Trustee of the Alan G. Bennett Revocable Living Trust under an Agreement dated December 12, 1994
5. The Land is described as follows:
Lots number Twenty-four (24) and number Twenty-five (25) in Boonville Boat Club Subdivision, as per plat thereof, recorded in Plat Book 1, page 65 in the Office of the Recorder of Spencer County, Indiana.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Schedule A - ALTA Commitment for Title Insurance (7/1/2021)
Form: C.GU.4001

24-06104



SCHEDULE A

(Continued)

Bosse Title Company, LLC



Jeffrey H. Bosse, President

Doma Title Insurance, Inc.

Emilio Fernandez

President

By **doma**
DOMA TITLE INSURANCE, INC.

DRAFT

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Schedule A - ALTA Commitment for Title Insurance (7/1/2021)
Form: C.GU.4001

24-06104



Doma Title Insurance, Inc.
760 Northwest 107th Avenue, Suite 401, Miami, FL 33172 (800)374-8475

COMMITMENT - Schedule B-I

File No.: 24-06104

Commitment No.: 24-06104-1

SCHEDULE B, PART I

REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Company must be furnished that portion of Alan G. Bennett Revocable Living Trust dated December 12, 1994, establishing the trustee of said trust and any portion of the trust setting forth the guidelines that the trustee must follow in the execution of deeds. Upon review of such, Company reserves the right to make additional requirements.
6. You must tell us in writing if the determination is made that the property to be insured includes a mobile home or any type of manufactured housing. Additional requirements may be imposed after said determination, including, but not limited to the proposed mortgage must state that it is securing the land and the mobile/manufactured unit as part of the real estate.
7. Title Company must be provided evidence that the Homeowners Association fees are paid current.

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

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

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Schedule B, Part I - ALTA Commitment for Title Insurance (7/1/2021)
Form: C.GU.4001

24-06104



SCHEDULE B, PART I

(Continued)

NOTE: By virtue of I.C. 27-7-3.6, a Title Insurance Enforcement Fund Fee (TIEFF) of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006.

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

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

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

DRAFT

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Schedule B, Part I - ALTA Commitment for Title Insurance (7/1/2021)
Form: C.GU.4001

24-06104



Doma Title Insurance, Inc.
760 Northwest 107th Avenue, Suite 401, Miami, FL 33172 (800)374-8475

COMMITMENT - Schedule B-II

File No.: 24-06104

Commitment No.: 24-06104-1

SCHEDULE B, PART II

Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Rights or claims of parties in possession not recorded in the Public Records.
4. Easements, or claims of easements, not recorded in the Public Records.
5. Any lien, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.
6. Taxes or special assessments required to be paid in the year 2024 and subsequent years.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Schedule B, Part II - ALTA Commitment for Title Insurance (7/1/2021)
Form: C.GU.4001

24-06104



SCHEDULE B, PART II

(Continued)

7. Taxes for the year 2023, payable in 2024 and all taxes for subsequent years. Luce Township; Tax Code No. 74-18-05-301-040.000-016; Assessed in the name of Steven A. Bennett, Trustee of The Alan G. Bennett Revocable Living Trust; Assessed as vacant-platted lot; Assessed Value of Land \$17,700; Assessed Value of Improvements \$none; Homestead Exemption \$none; Homestead Supplemental \$none; May installment \$132.59 paid; November installment \$132.59 paid.

Assessed on BOONVILLE BOAT CLUB LOT 24 ORIG SUB DIV 54 X 77

Taxes for the year 2023, payable in 2024 and all taxes for subsequent years. Luce Township; Tax Code No. 74-18-05-301-041.000-016; Assessed in the name of Steven A. Bennett, Trustee of The Alan G. Bennett Revocable Living Trust; Assessed as 1 family dwell-platted lot; Assessed Value of Land \$17,700; Assessed Value of Improvements \$24,800; Homestead Exemption \$none; Homestead Supplemental \$none; May installment \$318.37 paid; November installment \$318.37 paid.

Assessed on BOONVILLE BOAT CLUB ORIG SUB DIV LOT 25 (54' x 77')

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

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

8. Rights-of-way for drainage tiles, ditches, feeders and laterals, if any.
9. Rights of the public, State of Indiana, County of Spencer and the municipality in and to that part of the premises taken or used for road purposes.
10. All building setback lines and public utility easements, existing notices, dedications, easements and other information set forth on the recorded plat of Boonville Boat Club Subdivision, appearing of record in Plat Book 1, page 65.
11. Wastewater Utility Easement (Permanent and Temporary granted to Luce Township Regional Sewer District dated July 27, 2005 and recorded August 25, 2005 as Document No. 2005R-03827, in Book 211, page 719.
12. Wastewater Utility Easement (Permanent and Temporary granted to Luce Township Regional Sewer District dated July 27, 2005 and recorded August 25, 2005 as Document No. 2005R-03828, in Book 211, page 726.
13. Covenants, conditions, agreements, declarations and restrictions, if any, appearing in the public record.
14. Any easements or servitudes appearing in the public records.
15. Any lease, grant, exceptions or reservation of minerals or mineral rights appearing in the public records.
16. The address, if any, is set forth for informational purposes only. The company assumes no liability and no insurance is granted for the common address of the insured premises.
17. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservation of interests that are not listed.

This page is only a part of a 2021 ALTA[®] Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

SCHEDULE B, PART II

(Continued)

18. Any discrepancies between the actual boundaries of the land and the apparent boundaries indicated by fences, planting or other improvements.
19. All existing sewer agreements and any easement, either created thereby or used pursuant thereto.
20. Any possible charges for sewer services, charges and/or connection charges.
21. Any possible ditch assessments or special assessments.
22. There is the possibility of easements in favor of Southern Indiana Gas and Electric Company, its successors and/or assigns, which have been recorded outside the chain of title and which are expressly excluded from coverage of this title policy. (APPLIES TO OWNER'S POLICY ONLY).

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

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

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

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

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

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

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

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

SCHEDULE B, PART II

(Continued)

NOTE: Indiana state law, effective July 1, 2023, prohibits ownership of certain real property by certain foreign parties. This law can be found at Indiana Code § 1-1-16-1, et seq. ("the Act"). Any loss or damage resulting from a violation of the Act is excluded under the terms of the Policy.

DRAFT

This page is only a part of a 2021 ALTA[®] Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Schedule B, Part II - ALTA Commitment for Title Insurance (7/1/2021)
Form: C.GU.4001

24-06104

doma

DOMA TITLE INSURANCE, INC.

Doma Title Insurance, Inc.

760 Northwest 107th Avenue, Suite 401, Miami, FL 33172 (800)374-8475

COMMITMENT - Exhibit A

File No.: 24-06104

Commitment No.: 24-06104-1

The Land is described as follows:

Lots number Twenty-four (24) and number Twenty-five (25) in Boonville Boat Club Subdivision, as per plat thereof, recorded in Plat Book 1, page 65 in the Office of the Recorder of Spencer County, Indiana.

DRAFT

This page is only a part of a 2021 ALTA[®] Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Exhibit A - ALTA Commitment for Title Insurance (7/1/2021)
Form: C.GU.4001

24-06104

SOHN
& Associates, Ltd

SAMPLE REAL ESTATE PURCHASE AGREEMENT
(SOLD AT PUBLIC AUCTION)

The undersigned _____, (“Purchaser”), agrees to purchase from Steven A. Bennett, Trustee of The Alan G Bennett Living Trust U/T/A December 12, 1994 (“Seller”), through SOHN & ASSOCIATES, LTD., (“Broker”) the following Property for the consideration and subject to the following terms, provisions, and conditions:

1. **PROPERTY:** The Purchaser agrees to purchase and Seller agrees to sell the real estate known as: _____, in the Warrick, County, Indiana, and legally described as: _____ (the “Property”).

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

PURCHASER’S PREMIUM ___% (if applicable)	\$ Not Applicable
PURCHASE PRICE	\$ _____
EARNEST MONEY DEPOSIT _____	\$ _____
BALANCE DUE AT CLOSING	\$ _____

3. **EARNEST MONEY:** Purchaser submits \$_____ as earnest money which shall be applied to the purchase price at the time of closing. Broker shall deposit earnest money received into an escrow account within two (2) banking days of acceptance of this Agreement and hold it until time of closing the transaction or termination of this Agreement. The Broker holding any earnest money is absolved from any responsibility to make payment to the Seller or Purchaser unless the parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in 876 IAC 8-2-2 (release process for earnest money). Upon notification that Purchaser or Seller intends not to perform, Broker holding the earnest money may release the earnest money as provided in this Agreement. If no provision is made in this Agreement, Broker may initiate the release process. The release process shall require the selling or listing broker to notify all parties at their last known address by letter sent by certified mail (Certified Letter) that the earnest money deposit shall be distributed to the parties specified in the Certified Letter unless within sixty (60) days after the mailing date of the Certified Letter (1) the parties enter into a mutual release; or (2) one (1) or more parties initiate litigation. If neither the Purchaser nor the Seller initiates litigation or enters into a written release within sixty (60) days after the mailing date of the Certified Letter, the Broker may release the earnest money deposit to the party identified in the Certified Letter. Purchaser and Seller agree to hold the Broker harmless from any liability, including attorney’s fees and costs, for good faith disbursement of earnest money in accordance with this Agreement and licensing regulations.

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

5. **TITLE INSURANCE:** Evidence of good and merchantable title shall be furnished by Seller to Purchase in the form of a commitment for an owner’s policy of title insurance in the name of Purchaser or Purchaser’s designee, as owner, in an amount not less than the purchase price. Purchaser acknowledges receipt of a preliminary commitment for title insurance for the Property issued by Bosse Title Company a copy of which is attached hereto, made a part hereof, and labeled Exhibit A and which is hereafter referred to as the “Preliminary Commitment”. Purchaser further acknowledges that Purchaser shall accept title to the Property subject to all exceptions listed in Schedule B, Part II of the Preliminary Commitment (collectively the

“Exceptions”). Seller will pay that portion of the title insurance costs for the service which is equivalent to the abstract extension or search, and the Purchaser will pay the balance of the fees (usually the attorney’s examination, premium, final search, and lender’s policy, if needed). If a survey is required, the Seller will not furnish the title insurance commitment to Purchaser until the survey has been completed. A survey to convey title will be required only if Purchaser is purchasing a parcel of Property for which no discrete legal description existed prior to the execution of this Agreement. The cost of the survey in such instance shall be paid by Seller. All acreages shown in the auction advertising materials are approximate and have been estimated based on existing legal descriptions and/or aerial photographs. If a survey is required to convey title and the actual difference between the advertised acreage and the surveyed acreage is greater than 5%, an adjustment will be made on the purchase price by applying the per acre purchase price as bid to the actual acres as surveyed.

6. **CLOSING:** Closing of the sale shall be within sixty (60) days after the date of this Agreement, or within twenty-one (21) days after the completion of any necessary survey/subdivision work, whichever is later. The Closing Fee payable to the title company that acts as the Closing Agent for this transaction shall be paid equally by Seller and Purchaser. Closing shall occur at the offices of Bosse Title in Evansville, Indiana.

7. **DEED:** At the closing, upon the purchase price being paid as provided in Paragraph 2 above, Seller shall deliver to Purchaser a Trustee’s deed conveying the real estate to the Purchaser, subject to ad valorem property taxes and to all Exceptions:

8. **POSSESSION:** Possession of the Property shall be delivered to Purchaser at closing. Seller shall retain all rents payable by Seller’s farm tenant for the 2024 crop year. The rights of Seller’s farm tenant terminate/terminated upon completion of the harvest of the corn and/or soybeans planted on the Property in the Spring of 2024 for harvest in the Fall of 2024 (“2024 Crops”). If Seller’s farm tenant has not completed harvest of the 2024 Crops at the date of closing, Purchaser’s possession shall be subject to the right of the current farm tenant to complete the harvest of the 2024 Crops.

9. **REAL ESTATE TAXES:** Purchaser will assume the ad valorem real estate taxes payable respecting the property for 2024 due and payable in May and November, 2025.

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

11. **PROPERTY SOLD IN “AS IS” CONDITION:** Property is sold “AS IS, WITH ALL FAULTS”.

12. **FURTHER CONDITIONS:** _____

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

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

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

SOHN & ASSOCIATES, LTD

By:

Title:

16. **ACCEPTED** by the Purchaser and Seller, this _____ day of November, 2024.

Seller: _____
Printed: Steven A. Bennett, Trustee of the Alan G.
Bennett Revocable Living Trust U/T/A
December 12, 1994

Address: 103 Villa Drive
Henderson, KY 42420

Phone: _____

Seller: _____

Printed: _____

Address: _____

Phone: _____

Purchaser: _____

Printed: _____

Address: _____

Phone: _____

Purchaser: _____

Printed: _____

Address: _____

Phone: _____

TERMS AND CONDITIONS

1. **Lead Base Paint:** Federal law required the seller of homes built before 1978 to make disclosures regarding lead-base paint, provide information dealing with lead hazards, and allow the Purchaser an opportunity to inspect and test. All inspection on auction properties need to be made prior to the auction date; therefore, by signing this Agreement, Purchaser is waiving any rights to a post-auction inspection for lead-base paint.
2. **Flood Area/Zoning Restrictions:** Purchaser may not terminate this Agreement if the Property requires flood insurance, and Purchaser may not terminate this Agreement if the Property is subject to building or use limitations by reason of the location.
3. **Attorney's Fees:** If legal action is instituted to enforce this Agreement, the prevailing party shall be entitled to recover all costs of such legal action, including reasonable attorney's fees.
4. **Severability:** If any part of these Terms and Conditions are held to be invalid or unenforceable, all other Terms and Conditions shall nevertheless continue in full force and effect.
5. **Execution of Agreement:** This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this Agreement may be transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original document shall be promptly delivered, if requested.
6. **Miscellaneous:** (a) Underground mining has occurred in Southwest Indiana and Purchaser is advised of the availability of subsidence insurance, (b) All oral statements or representations are merged into this agreement, (c) Any reference to singular shall include the plural where applicable, (d) Seller represents and warrants that Seller is not a "foreign person" (individual or entity) and therefore, is not subject to the Foreign Investment in Real Property Tax Act.

130302/180711:4853-9060-7559v6

