



1.0± Acres Zoned Commercial Business (CB) in Avilla, Indiana



Table of Contents

Aerial Tax Map	3
Form of Agreement of Purchase and Sale for Auction	_
Plat	
Tax Information	11
Title Commitment	13
Video 🗹	21



Aerial Tax Map



Beacon[™] Noble County, IN

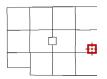


Alternate ID 011-100006-01

0.000

INDUSTRIAL VACANT LAND

Overview



Legend

Street Centerlines

- US STATE
- = · STATE
- → COUNTY
- · COUNTY NONMAINTAINED
- → MUNICIPAL
- ADJACENT COUNTY ROADS

Hwy Shields

- Parcel Numbers
 (Assessor)
- Parcels (Assessor)
- Parcels (Surveyor)
- Railroads
- Corporate Limits
- Township
 Boundaries

Owner Address GRTN LLC

PO Box 874 Warsaw, IN 46581

Parcel ID 57-09-35-400-065.000-005 Sec/Twp/Rng --

Property Address E ALBION ST AVILLA

AVILLA

District 57005 Avilla

Brief Tax Description Raceway Commons Lot 2 1.0a

(Note: Not to be used on legal documents)

Class

Acreage

Date created: 11/14/2019 Last Data Uploaded: 11/13/2019 7:55:16 PM

Developed by Schneider GEOSPATIAL



Form of Agreement of Purchase and Sale for Auction



THIS AGREEMENT is dated for reference on November 27, 2019

BETWEEN:

GRTN, LLC PO Box 874 Warsaw, Indiana 46581 (the "Seller")

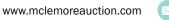
AND

(the "Purchaser").

- 1. AGREEMENT TO PURCHASE: The Purchaser agrees to purchase from the Seller the property (the "Property") legally described on Exhibit A hereto, together with all buildings, improvements, and appurtenances thereon, on the following terms and conditions:
 - 1. HIGH BID PRICE: \$0.00
 - 2. 10% BUYER'S PREMIUM: \$0.00
 - 3. PURCHASE PRICE: \$0.00
 - 4. The Purchase Price shall be paid as follows:
 - 1. Deposit: Concurrently with the execution and delivery of this Agreement, the Purchaser shall pay to Meridian Title Corporation, 3850 Priority Way South Drive, Ste 120, 46240 Indianapolis, Indiana, United States, work:(866) 996-8262, work:aporter@meridiantitle.com, Amanda Porter, Contact, (the "Title Company"), as Escrow Agent, an earnest money deposit (the "Deposit") of 15% of the Purchase Price, in the amount of \$0.00. The Deposit shall be non-refundable except as provided in Section 9 of this Agreement.
 - Balance of Purchase Price: The balance of the Purchase Price, plus or minus
 prorations as set forth below, shall be paid by the Purchaser at Closing (as defined
 below) by wire transfer or cashier's check, payable to the Title Company, as
 Escrow Agent.
 - The Purchaser acknowledges and agrees that its obligations under this Agreement are not contingent or conditioned upon the Purchaser obtaining financing from any lender.
- 2. CLOSING: The closing (the "Closing") of the purchase shall occur on or before 4:00 pm, local







Form of Agreement of Purchase and Sale for Auction



time, on January 20, 2020. The Closing shall occur at the offices of the Title Company. At Closing, the Seller shall deliver to the Purchaser a general warranty deed in recordable form conveying fee simple title to the Property free and clear of all liens, subject to such permitted encumbrances and exceptions to title set out in the Title Commitment.

- 3. POSSESSION: The Purchaser will receive possession at closing.
- 4. CLOSING COSTS:
 - 1. The Seller shall pay the following closing costs:
 - 1. Costs to search the title and prepare the title commitment;
 - 2. Costs to prepare the deed;
 - 3. 50% of the closing agent's cost to close the sale; and
 - 4. Any legal counsel retained by Owner in connection with the conveyance of the Property.
 - 2. The Purchaser shall pay the following costs:
 - 1. The cost of the standard owner's ALTA title policy, if Purchaser chooses to have a title policy issued;
 - 2. Any special endorsements to the title policy;
 - 3. Any costs associated with title insurance issued in favor of Purchaser's lenders, if
 - 4. All costs arising from or relating to any loan sought by Purchaser to finance the conveyance;
 - 5. All recording costs, transfer taxes and mortgage taxes arising from the deed, deed of trust and any other financing documents required by Purchaser's lenders, if any;
 - 6. 50% of the closing agent's cost to close the sale; and
 - 7. Any legal counsel retained by Purchaser in connection with the conveyance of the Property.
- 5. PRORATIONS / TAXES: Taxes for the year of closing will be prorated between the parties, and Seller will be responsible for any delinquent taxes. If the tax assessment for the calendar year of closing is not known at the Closing Date, the proration will be based on taxes for the previous tax year. Any and all greenbelt rollback taxes will be the responsibility of the Purchaser.
- 6. SURVEY: The Seller will obtain and provide a new boundary survey if there is no existing legal description for the Property and/or the conveyance of the Property will involve the creation of new tract boundaries. Any need for a new survey shall be determined solely by the Seller. If a survey is provided, the type of survey performed shall be at Seller's option and sufficient for the issuance of an owner's title insurance policy.



Last Revised and Published on 20/12/19 at 9:13 AM

Form of Agreement of Purchase and Sale for Auction



- 7. TITLE: Seller will provide Purchaser with a Title Commitment issued by a reputable title insurance company selected by Seller, and Purchaser hereby agrees to accept title to the Property subject to:
 - 1. all standard exclusions and printed exceptions set forth in the Title Commitment,
 - 2. liens for taxes not yet due and payable,
 - 3. easements for public utilities affecting the Property
 - 4. all other easements or claims to easements, covenants, restrictions, and rights-of-way affecting the Property,
 - 5. rights and claims of parties in possession and
 - 6. all permitted title exceptions referenced in the Title Commitment.
 - 7. All applicable zoning ordinances and other land use laws and regulations shall be deemed as permitted title exceptions.
- 8. CONDITION OF THE PROPERTY: The purchaser shall accept the Property in an "as-is" condition as of the Closing Date, and purchaser specifically agrees that the Seller has not and does not make any representations or warranties of any kind whatsoever, express or implied. to the purchaser regarding the Property OR ANY IMPROVEMENTS THEREON INCLUDING, WITHOUT LIMITATION, ANY ZONING RESTRICTIONS, THE DIMENSION OR ACREAGE OF THE PROPERTY OR IMPROVEMENTS, any aspect of the condition of the Property or improvements or the fitness of the Property or improvements for any intended or particular use, any and all such representations or warranties, express or implied, being hereby expressly waived by the purchaser and disclaimed by the Seller. The Purchaser represents and warrants to the Seller that the Buyer has not been induced to execute this Agreement by any act, statement or representation of the Seller or its agents, employees or representatives. The Purchaser acknowledges and agrees that it is the Purchaser's responsibility to make such legal, factual and other inquiries and investigations as the Purchaser considers necessary with respect to the Property, and the Purchaser hereby represents and warrants that they have executed this Agreement based solely on their own independent due diligence and investigation, and not in reliance upon any information provided by the Seller or McLemore Auction Company, LLC or their agents, employees, or representatives.
- 9. BREACH OF CONTRACT BY SELLER: If the Seller defaults in the performance of any of its

Form of Agreement of Purchase and Sale for Auction



obligations hereunder and Closing fails to occur by reason thereof, the Purchaser may terminate this Agreement and shall be entitled to the return of the Deposit, or seek specific performance of this Agreement.

- 10. BREACH OF CONTRACT BY PURCHASER: If the Purchaser defaults in the performance of any of its obligations hereunder and Closing fails to occur by reason thereof, the Deposit shall be forfeited to the Seller and McLemore Auction Company, LLC.
- 11. AUCTIONEER'S AGENCY DISCLOSURE: The Purchaser acknowledges that McLemore Auction Company, LLC, the auctioneer of the Property, is acting as a single agent representing the Seller exclusively in this transaction and is not acting as a subagent, a buyer's agent, a facilitator or a limited consensual dual agent in connection with this transaction.

12. OTHER:

- 1. Time: Time is of the essence hereof.
- 2. Counterparts: This Agreement may be executed in any number of original counterparts, with the same effect as if all the parties had signed the same document, and will become effective when one or more counterparts have been signed by all of the parties and delivered to each of the other parties. All counterparts will be construed together and evidence only one agreement, which, notwithstanding the dates of execution of any counterparts, will be deemed to be dated the date first above written. 3. Electronic Execution: This Agreement may be executed by the parties and transmitted by fax, email, Internet and/or other electronic means and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had executed and delivered an original Agreement.
- Notices: All notices under this Agreement shall be deemed delivered when personally delivered or sent by registered mail or courier service to the address of either party as set forth on page 1 above.
- 4. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors, administrators, executors and permitted assigns.
- 5. Choice of Law: This Agreement shall be interpreted according to the laws of the state in which the Property is located.
- 6. Enforcement Costs: In the event it becomes necessary for the Seller, the Purchaser or McLemore Auction Company, LLC to enforce this Agreement through litigation, the prevailing party shall be entitled to recover all of its costs of enforcement, to include attorneys' fees, court costs, costs of discovery and costs of all appeals.
- 7. Entire Agreement: This Agreement constitutes the entire agreement between the





Form of Agreement of Purchase and Sale for Auction



Purchaser and the Seller, and all prior agreements and understandings, whether written or oral, are merged herein.

- 8. Conveyance Instructions: The Property shall be conveyed to the Purchaser and the Purchaser hereby directs Seller to execute and deliver the deed to the Purchaser.
 - 1. The above notwithstanding, the Purchaser may direct the Seller to execute and deliver the deed to an alternative party (the "Deed Grantee") by notifying the Title Company a minimum of 3 business days before the Closing. If the Deed Grantee is different than the party executing this Contract as Purchaser, then:
 - if requested by Seller, Purchaser will, before Closing, execute and deliver an appropriate instrument prepared or approved by Seller assigning Purchaser's rights to acquire the Property to the Deed Grantee; and
 - the Purchaser shall nevertheless be bound by all of the terms of the Contract unless Seller hereafter agrees in writing to release Purchaser from this Contract.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

See following pages for electronic signatures.

Exhibit A: Description of Property

Auction Tract: 1

1.0± Acre Lot Zoned Central Business (CB) on E Albion St in Avilla, Indiana Noble County, Indiana Tax ID 57-09-35-400-065.000-005



Plat



NAME AND POST OF THE PARTY OF T

ALLA GRICHIO, INC. MID BALLA RIGHE PROTESSO, INC. 10
INDRESS COLLUME THAN THE OT CORPORATION ON HE SIZE.
STAML, STAMUDE IN MORE CORRIF, CHANGES IN AN ESCHORED MAND ON HEREO CORRIF, CHANGES IN SECTION AS SOCIOUS MAND ON HEREO COLUMN PROPRIES, CHANGES IN SECTION SHOWS COLUMN PROPRIES, CHANGES IN INC. PLAY MON PAIL
MONOBLE CONTROL IN MORE CAN ARTH STOTY, IN SECTION AND COMMON COMM

1. DEPINITURS
THE TOTALS HEPERWITER SET FORTH SHALL HAVE THE FOLLOWING MEMORS:

o) "GENELDPER" SHILL WENI AMLIA DRICHRIT, INC., AND AMLIA MOTRIA SPEEDINLY, INC., AND GLOBAL PREMIOTIENS, LTD.

b) "LOT" SMALL MEAN ETHER MY OF SME LOTS AS PLATTED OR ANY TRACT OF TRACTS OF LINE AS CONACTED DISSURLET OR BY THE SAMEDIARY OWNERS. MICH. MY CAUGHST OF DISE OF LOTE LOTS OR PARTS OF DISE OR BUSIL LOTS AS PLATTED LIPON PARCH STRUCTURE MAY BE HISTALLED OR EDUCTED IN ACCOMPANCE WITH THE RESTRICTION HOTERANTED SET PUTTIN.

d) "Street" shall nean any street or roadnay, as shown on the recorded play of sad sadamedra, and wholi has been dedicated to the parece for the papers. Of a parece street.

2) ME NO CO TINCO DIALL SE USED EXCEPT FOR THOSE MISS. ALLOSS MOST THE CRESSON THAN LOSSEN CRESSON, THAN LOSSEN CRESSON, THAN LOSSEN CRESSON, THAN LOSSEN CRESSON, THAN THE CRESSON CRESSON, THAN THE CRESSON CRESSON

1. NO BARDIES AND CAMPIES OR OTHER STRUCTURES SWILL BE LOCKED ON A LOT NEWED TO THE PROOF LOT UNE, OR NEWED TO THE SECURITY OF LINES SHOWN OF THE ATMOMENTATION OF STRUCK UNESSOURCE OF ATMOMENTATION OF DEVENTS THAN HETERS (15) FETT TO MAY SOC PROPERTY LIMET HAVE NOT BE OPERATE OF FAIRBLE

c) CHISTRACTION ON AUTHORITY OF ALL BALDINGS AND SPINCHAUSES IN THE COMMENTAN SERVICION, SHALL MEET THE SEMENDER PROMODING IN THE RESTRICTION. ALL CONSTRUCTION SHALL BE OF MICRORY OIL STILL, OIL A COMMENTANT OF, OIL SOON WORLD NOT HER COMMENTANT OF THE "COMMENTA", ITS SHALL MEET AND RECORD OF THE "COMMENTANT, OIL SECTION HAS MEETED AND THE OFFICIAL PRINCIPLES OF OIL STITCH HAS MICRORY OIL STILL IN STRONG, HER RESIDENCE, AND CAMMENT.

b) PRES TO CONTRACTOR OF AUTOMOTIVE OF WE BABLE OF A SECONDARY OF A RESIDENCE OF A TOTAL OF A TOTAL OF A SECONDARY OF A RESIDENCE OF A TOTAL OF A OFFICE OF A TOTAL OF A TOTAL OF A TOTAL OF A SECONDARY OF A TOTAL OF A TOTAL OF A TOTAL OF A SECONDARY OF A TOTAL OF A TOTAL OF A TOTAL OF A SECONDARY OF A TOTAL OF A TOTAL OF A TOTAL OF A SECONDARY OF A TOTAL OF A TOTAL OF A TOTAL OF A SECONDARY OF A TOTAL OF A TOTAL OF A TOTAL OF A SECONDARY OF A TOTAL OF A TOTAL OF A TOTAL OF A SECONDARY OF A TOTAL OF A SECONDARY OF

c) NO STRUCTURE MAY BE EXECUTED ON CHANGED SO AS TO MAKE ITS HEIGHT ONE-DER THAN THAT WHICH IS ALLOWED BY THE TOWN OF AMELIA'S MASTER PLAN AND ITS CREAMACES.

4) IN USE, IN COMMANDE UNITED TO TO COMMANDE TO THE OFFI OTHER COMMAND TO THE OUTDOOR THE EXTENT OF MITCLE COORS OF MOTHER DEPOID TO PRESENT OF MITCLES COORS OF MOTHER DEPOID TO PRESENT OF MOTHER AND THE OUTDOOR THE OUTDOOR THE MOTHER AND THE OUTDOOR THE OUTDOOR THE MOTHER AND THE OUTDOOR THE OUTDOOR THE OUTDOOR WITE MOTHER THE OUTDOOR THE OUTDOOR THE OUTDOOR THE USE MIST WHEN AND AND THE OUTDOOR THE OUTDOOR THE USE MIST WHEN AND THE OUTDOOR THE OUTDOOR THE OUTDOOR THE THE OUTDOOR THE OUTDOOR THE OUTDOOR THE OUTDOOR THE THE OUTDOOR THE OUTD

4) ALL PROFERTY CHIEFS WAST HOT THEN ELSENGEL
TELEPHONE, MO CABLE TV UTBLITY SERVICE LINES RANGE
UNGERGROUND TO THEIR BLAUMST.

6) DAYLOTE, GESTAGE, ONING ON IDWIT PARRIES WILL MIT ME PROMITED ON HOME ON LOWERTD THROUGH, MOST WILL ME THE PROMITED ON HOME ON LOWERTD THROUGH MOST WILL WE SHOULD AND A COURT OF THROUGH PARRIES TO AN OPENIOR AND A COURT OF THROUGH PARRIES TO AN OPENIOR AND A COURT OF THROUGH PARRIES TO AN OPENIOR AND A COURT OF THROUGH PARRIES TO AND A PARRIES AND

7) NO DIEGO OF ME LES CE TRACE E MAS SERVINOS MAS ANTONIOS NO PER PRINCES, BARDAS, SERVINOS PRODOS MO APATIDIMOSES IN A SOY, CLOUR MASCINAS CORPORA, MECHA CONTROL NO PER PRINCES SERVINOS PRINCES PRI

a) E, ATER THE COPRISION OF EDITION (4) MOINTS FROM THE DUT OF RECINIC OF MIN THEM THE MEMBERS, AND ARCHESS SHALL NOT HAVE SEEME TOO OF MIN THE CASSINCTION OF MIL ACCEPTAGE BEAUTHOU OF MIN THE CASSINCTION OF MIL ACCEPTAGE BEAUTHOU OF MIN MIL REPAIR OF RECINIC PROCE MIN DITTO MIN PROSECUTION OF MIN UNIT AND MIN THE CONTROL THE MIN THE MIN THE COPY OF MIN THE CONTROL THE MIN THE MIN THE MIN THE MIN THE MIN THE DUTTO IN MINTER THE THE MIN HACH SUCH BREADER MAY SEE BOOK.

9) NO DAN OR STORM BEDTS RAN-OFF OR SHOT SPEED, S. ROOF BEDTS, STREET ANGELOW AND SPEED, TO CHEED BY MENULA RECOVERED, SHULL AM HER OF CONTINUED ON FEMALED TO FLOW AND SHULL SHOULD SHOULD NO SHOWER STEAKES SHULL AM HER FLOW ENDOWED ON FEMALED TO FLOW HOW THE SHOULD SHOULD NO FEMALED TO FLOW HOW SHOULD WORK PRO-STORK, NO SHOWN OF ANY DATABASHESH LOVER SHOWED OF LOOK AND SHOW SHOW AND SHOULD HOME SHOW SHOULD SHOULD SHOULD HOME SHOW THE SHOULD SHOULD NO HOUSE AND SHOULD HOME SHOULD HOME SHOULD SHOULD NO HOW THE SHOULD SHOULD SHOULD SHOULD SHOULD NO HOUSE SHOULD SHOULD SHOULD SHOULD SHOULD SHOULD NO HOUSE SHOULD S

IN ALL STANS WE SHAPES MANY RAW OF SCHOOL FROM MALEN. PROMINED SHALL DAWN RAW CHIEF CHIEF

11) NO MACCI, LOT OR THICT OF LIND WITHIN THE SOURDWES OF THE RICEIDY COMMING EXPLORAGIN, THU IS AND WEST PROMI THE DOSLOPPE, CAN BE SUB-OWNED BY THE PARCHISED WITHIN THESE (3) THOSE OF THE PARCHISED DATE BYTHOUT THE PROSI APPROPRIA OF THE SOURLIPPUS.

17 MR BLOCK STRUCKE ON MY LOT IN THE SUBJODION, WHO HAVE EXCESSED IN WOLCE OR WHAT IN THE, WAS DONE OF THE CHARGE OF THE CHARGE

13) IN ADDITION TO THE RESTRICTIONS SET OUT NEWER, ALL USE MID ALL REPRODUCTS MORE ON THE UNIO INCLUDED IN "INCREME COMMAND", SHALL BE IN COMPUNENT WITH THE MEMAN SHAMMAD REQUIREMENTS OF THE ROWN CHIMMONDS AND SUB-CHASION REQUIREMENTS OF THE TORN OF ARILLA IN TRAILE COUNTY, ROWMAN.

14) ALL UTURY EASILIANTS SHALL BE REPT FREE OF ALL PORMHERS STREINES. THE REDUKL OF ANY DISTRICTIONS BY A UTURY COMPANY SHALL IN HO BBY GRUGAE THE UTURY COMPANY AL GRANCES OR TO RESTORE THE DISTRICTION TO IT'S DISCOUL FUR

13) AT THE TIME EMPLOYED IS NO LIMEDS AN OWNER OF ANY PART OR PORTION OF RICITING CHAMPIS, DEPORTLED OF THE WARDS, CONOUNIS, CONTROL, AND PERSONNERS CONTROL PURPOR IS TRANSPORD TO THE OWNERS OF THE SUBJECT HEAL ESSUE, OFFERENDING BERG ALTERING TO THE YEARS OF THE MAJORY OF SAN OWNERS.

16) THE FALLIER OF THE IEDELLAND OR ANY OTHER PROPURTY CHIEFLY TO DEFORE ANY RESTRETCHE CONCORNED HOUSEN SINUL IN NO ENDY SE DEELLED TO BE A MANUEL OF THE RESAY TO GO SO THEREFORE DOF OF THE ROOM TO DIFFREE ANY OTHER PEZTRETCHE OR COMPANY.

17) MAY MEMORISHE TO THE FLAT OWN MAY BE UNDER WHITH THE CONSIDER OF ALL THE THEN OTHERS OF THE SUMMET REAL ESTATE

10) THIS COLLAMPER, DOTS PRODUCES NOT BEEN AND DESTRUCTION CONCRETE AND ADDRESS AND DESTRUCTION CONCRETE AND ADDRESS AND DESTRUCTION CONCRETE AND ADDRESS AND OTHER DESTRUCTION AND DESTRUCTION AND ADDRESS AND AD

19) IMALDICE OF ANY CHE OF THESE CONDINCTS OR RESTRICTIONS OF AUGUST OR COURT DROPE SHALL NOT AFFECT AND DETECT.

DETECT.

- 9605451

RACEWAY COMMONS SECONDARY PLAT

DESCRIPTION OF FLAD

PAGE 2 OF 2

Duty Entered For Taxation This Scary of May 19 94. Auditor, Noble Co.

Lagai Cancriphyr

A tract of land located in the Nurthwest Quarter of Section 35, 734M, R11E, in Mobile County, the State of Indiana, more fully described as blame:

A forci of load located in the Northwest Quarter of Section 35, TJAN, RTLE, in Noble County, the State of Notices, more if any demotracy of the Northwest County. The State of Notices, more if any demotracy of the Northwest County of Northwest Cou

I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDE AND BELIEF, THIS PLUT AND DESCRIPTION ACCURATELY REPRESENT A SURVEY PERFORMED UNDER MY DIRECT SUPERVISION AND EXECUTED ACCORDING TO THE SURVEY REQUIREMENTS OF 865 MC 1-12. DATED THIS 8th DAY OF MAY, 1996.

some Duan a Brown DUANE A. BROWN
KENDALLVILLE, IN
INDIANA RLS #LS 80040337

I, THE LIMEDISCHED, BARGARA, J. McDAMELS, Promotions of AREA GRACAMY, BIC. AND AREA MUTTOR SPEEDINKY, INC., Donors of the red maletic above; one described hearth, of hearthy carlify that I from fold off, platted, and administration, and do hereby lay off, jost and modifieds, said med adults on shown on this joid.

This subdivision shall be known and designated as RACENKY COUNCING located in the Town of Avilla. All rights—oft—way and samements shown and not herefore dedicated, are hereby dedicated to the public.

The strips of ground above on this joint and mortacl "Examered" are repeated for these of utility companies for the installation and maintenance of their facilities (e.g., poles, nothery sever, strips merces, mortal actions, eyes, independ, cable IV, poles, darks, seign, etc.). Other structures may not be exected or maintained within those recomments.

The externant(s) shown doing the south side of table \$1.5 may also be used for inyman/Egress drivenly proposes. Any or all of both portion of the 1 & W. Eucht'od Essented (100 feet in world) boated within be plat and high year of the Essential Essential or the State in the 1 fall of the state of the State of the State in the 1 fall of the State of the St

WITNESS BY HAND AND SEAL THIS LEAD DAY OF A 1996.

APLIA DRUGANY, NC.
By Borboro J. McConiels, President

AMLIA MOTOR SPEEDWAY, BIC. By Barbora J. McCorrish, President

Before the, the undersigned Notary Public, in and for the County and State, personally appeared AVILLA DECEMP. REC. by Bestows J. McClarisis, President and AVILLA DECEMP. SETTIMEN, REC. by Bestows J. McClarisis, President and contensionable the seasonism of the International County of the International County

WITHESS my hand and notation seed this 14 day of MAY 1996.

31 MAY 1997

Signed Charles & Singson Hotory Public Printed CHARLES & SIN PSON Resident of SUFFOLK COUNTY () IRUTWIA

FLAN COMMENCE - MICCONDINE FLAT AFFRONAL

Under artistry provided by Indiano Code 36-7-4, and an ordinates adopted by the Board of Trustees of the Toes of Aribs, Indiano, this plot was granted secondary approval under the Indiano code 56-7-4-700 series as (of

Approved by the Torm of Avrillo, Indiana Plan Commission at a meeting held on the \underline{SYH} , day of \underline{MAY} , 1996.

At Cateaux

William

TOWN COUNCIL - FINAL FLAT AFFRONAL

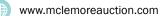
The streets and public ways show an this plot were occupied for public maintenance by the Board of Trustees of the Torn of Adits, Indigne the S. day of AliAV 1874.

ATTEST: Lan Jayler
VClerk-Traditurer
Town of Avilla, Indiana

(615)-517-7675

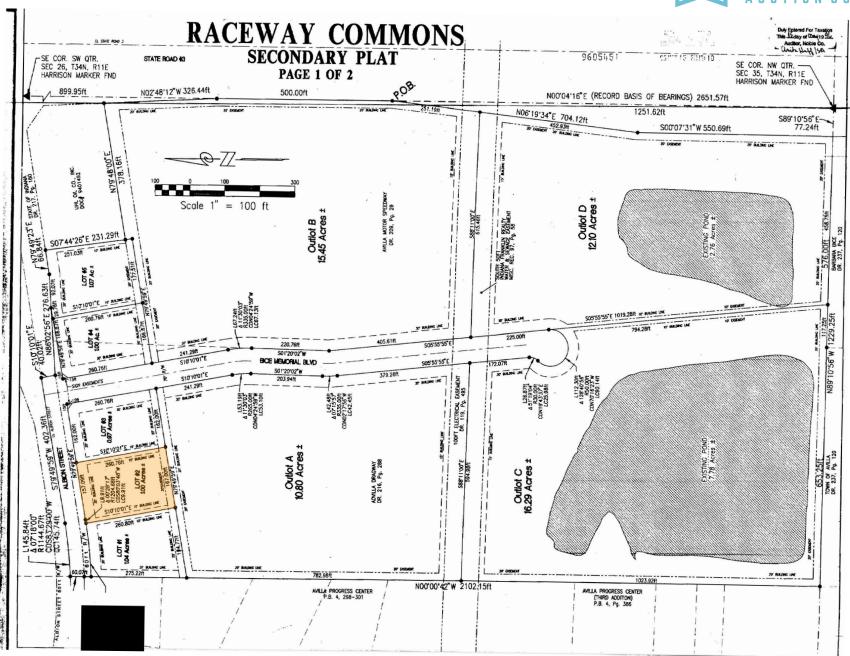
No. 50337

STATE OF









Tax Information



General Information	Ownership			120012	Tran	Notes					
Parcel Number	GRTN LLC		Date					Page Adj Sale Price V/I		4/26/2019: 20-21 COMB NBHDS 0: 0530300, 054200, 0540300 & 05404	530100,
57-09-35-400-065.000-005	PO BOX 874		GMYCHGEN	GRITH	NATE OF	100400001	CD	1	90 I		
Local Parcel Number 11-100006-01	WARSAW, IN 46581		02/23/2015		ISE HAROLD L	150200392	QC	/ 80	\$0 1	7/18/2017: 18-19 REASS NO CHAI 10/26/2010: 11-12 MOVED FROM TO COMM NBHD	
Tax ID: 11-100006-01	Legal RACEWAY COMMONS SECONDARY PLAT LOT 2 1A		09/26/2008		V LLC Y WADE R	081000264	QC QC 0609/0044	1	\$0 I	10/29/2009 : PTABOA DENIED AN' FOR 08-9	Y CHANGES
Routing Number			09/28/2005		Y WADE R AND	(COR 0509/0094	9 \$37	5,000 1	9/29/2009 : 4 SALE 4-08 FOR 85,00	00
Property Class 300 /acant Land						Inc	lustrial			9/27/2007: TRANSFERRED WITH 09-35-400-076.000-005 & 57-09-35-	-400-078. &
/ear: 2019	Va	luation Records (World	k In Progres	s values	The Control of the Co	THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.	THE RESIDENCE AND PARTY AND PARTY AND PARTY AND PARTY.	Mary Street, Square places and		09-35-400-065. & 57-09-35-400-073	
	2019	Assessment Year		2019	2018	2017			2015	10/24/2006: CHANGED FROM CO NBHD AND TO PRIME GRD-LOCAT	MM TO IND
Location Information	WIP	Reason For Change	Annu	al-Adj	Annual-Adj	Annual-Ad		,	Annual-Adj		
County	02/22/2019	As Of Date		/2019	04/25/2018	04/09/2017			7/27/2015		
Noble	Indiana Cost Mod	Valuation Method	Indiana Cos	0.111090.003		Indiana Cost Mod			Cost Mod		
Township	1.0000	Equalization Factor	1	.0000	1.0000	1.0000	1.00	00	1.0000		
ALLEN TOWNSHIP		Notice Required				~	~		4		
District 005 (Local 011)	\$125,000	Land	\$12	5,000	\$125,000	\$125,000	\$125,00	00 5	\$125,000		
AVILLA TOWN	\$0	Land Res (1)		\$0	\$0	\$0		\$0	\$0		
School Corp 6060	\$0	Land Non Res (2)	040	\$0	\$0	\$0		\$0	\$0		
EAST NOBLE	\$125,000 \$0	Land Non Res (3)	\$128	\$000 _	\$125,000 \$0	\$125,000 \$0		80	\$125,000		
Neighborhood 0540200	\$0	Imp Res (1)		\$0	\$0	\$0		\$0	\$0		
Avilla Com St Rd 8 & New 3 Sec 35	\$0	Imp Non Res (2)		\$0	\$0	\$0		\$0	\$0		
Section/Plat	\$0	Imp Non Res (3)		\$0	\$0	\$0		\$0	\$0		
035	\$125,000	Total	\$12	5,000	\$125,000	\$125,000			\$125,000	Land Camputation	-
	\$0 \$0	Total Res (1) Total Non Res (2)		\$0 \$0	\$0 \$0	\$0 \$0		\$0 \$0	\$0 \$0	Land Computation Calculated Acreage	ons
Location Address (1) E ALBION ST	\$125,000	Total Non Res (3)	\$12	5,000	\$125.000	\$125,000			\$125,000		
AVILLA, IN 46710	1120,000	Land Data (Stan	A CONTRACTOR OF THE PERSON NAMED IN	-	A STATE OF THE PARTY OF THE PAR	Lot: Res 0' X	Annual State of the Control of the C			Actual Frontage	
141201, 114 107 10	Land Pricing S		dura beput	1100 10	Date Ad	i Fyt	Res	Market		Developer Discount	
Zoning	Type Method I		Size Fact	or	Rate Rat		Infl. % Elig %		Value	Parcel Acreage	
	11 A		0000 1.0	00 \$13	25,000 \$125,00		0% 0%		\$125,000	81 Legal Drain NV	
Subdivision					, 4.20,00	0.110,000	-,-			82 Public Roads NV	
Jubarriaion										83 UT Towers NV	
-4										9 Homesite	
Lot										91/92 Acres	
										Total Acres Farmland	
/larket Model										Farmland Value	
2017 INDUSTRIAL										Measured Acreage	
Characteristics										Avg Farmland Value/Acre	
opography Flood Hazard										Value of Farmland	
										Classified Total	
Public Utilities ERA										Farm / Classifed Value	
Electricity										Homesite(s) Value	
Streets or Roads TIF										91/92 Value	
Paved										Supp. Page Land Value	
leighborhood Life Cycle Stage										CAP 1 Value	
Static										CAP 2 Value	6.0-
rinted Friday, April 26, 2019	Data Causes A	and all	nton 07/40	2017	40	Ammeles				CAP 3 Value	\$125
Review Group 2017	Data Source A	eriai Colle	ctor 07/18	2017	AG	Appraise	11			Total Value	\$125,







EXHIBIT A - LEGAL DESCRIPTION

Tax ID No: 011-100006-01

A tract land located in the Northwest Quarter of Section 35, Township 34 North, Range 11 East, in Noble County, the State of Indiana, and being Raceway Commons Lot 2 in Raceway Commons as recorded in Noble County Instrument #9605451.



Last Revised and Published on 20/12/19 at 9:13 AM





December 12, 2019

Property Address: County: File Number:	Vacant Land, East Albion Street, Avilla, IN 46710 Noble 19-39671
Client:	Leon Brenneman
Enclosures:	Preliminary Title Report
Notes:	

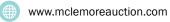


Table of Contents



SCHEDULE A

MERIDIAN TITLE CORPORATION

Indianapolis Office

3850 Priority Way South Dr.,Ste. 120 Indianapolis, IN 46240 317.566.9520 317.566.9521 FAX indy@meridiantitle.com

File No.: 19-39671	Effective Date: November 7, 2019 at 8:00 AM
Customer Reference No.:	Property Address Reference: Vacant Land, East Albion Street, Avilla, IN 46710
 Policy or Policies to be issued: (a) ALTA Owner's Policy 06/17 	7/06 Amount: TBD
Proposed Insured: A natural person	
(b) ALTA Loan Policy 06/17/06	Amount:
Proposed Insured:	
2. The estate or interest in the land describ	ped or referred to in this Preliminary Title Report is Fee Simple.
3. Title to said estate or interest in said lan	nd is at the effective date hereof vested in: GRTN, LLC
4. The land referred to in this Preliminary 1 as follows:	Title Report is located in the County of Noble, State of Indiana described
	SEE ATTACHED EXHIBIT "A"

Valid only if Schedule B is attached. Schedule A consists of 2 page(s)







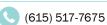


File No.: 19-39671 **SCHEDULE A**

EXHIBIT A

A tract of land located in the Northwest Quarter of Section 35, Township 34 North, Range 11 East, in Noble County, the State of Indiana, and being Raceway Commons Lot 2 in Raceway Commons as recorded in Noble County Instrument No. 9605451.

> Valid only if Schedule B is attached. Schedule A consists of 2 page(s)







File No.: 19-39671 Part I, SCHEDULE B

THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH:

- 1. Notification in writing is required for all changes to this Preliminary Title Report, Additional requirements may be imposed after review of said notification.
- 2. Vendor's Affidavit (if Owner's Policy) and Mortgagor's Affidavit (if Lender's Policy).

As to the Lender's Policy only:

Upon receipt of a Vendor's and Mortgagor's Affidavit with content and form acceptable to the insurer, the Standard Exceptions as set out in Part II of the Schedule B herein will be deleted.)

Properly executed and fully completed Certificate of Non-Foreign Status of Transferor.

Note: Seller Proceeds cannot be disbursed until this form is completed in its entirety.

- You must file a Disclosure of Sales Information forms prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5. The disclosure form must be filed with the county auditor's office prior to recording.
- 5. Properly executed and acknowledged Warranty Deed to the proposed insured, when determined.
- Provide satisfactory evidence, such as the Operating Agreement, as to who the manager(s) or member(s) authorized to transact business on behalf of GRTN, LLC and evidence, such as a Resolution, that said manager(s)/member(s) are authorized to execute the deed required above.

AND

Language appearing on the deed that: The undersigned person(s) executing this deed on behalf of the Limited Liability Company represent and certify that they are a current member/manager of said Limited Liability Company and have been fully empowered by a proper meeting and vote of the Limited Liability Company members to execute and deliver this deed.

Provide satisfactory evidence in the form of a written statement of Fees and Assessments from the Homeowners Association for the subdivision as shown in the attached Exhibit A to show that all assessments against and all fees charged in connection with the insured premises which are due and payable have been paid and that none are delinquent. If any are unpaid and/or delinquent, same must be paid and satisfactory evidence of such payment submitted to the Company.

NOTE: The real estate, which is the subject of this title insurance commitment appears to be vacant land. This commitment does not insure that this is a buildable parcel and a check should be made with the local building dept. as to the requirements, if any, necessary to secure the appropriate permits for the construction of any improvements.

NOTE: Due to the passage of SEA 370 (P.L. 80-2013), rates and fees are subject to change from current existing charges for transactions closed on or after July 1, 2013.

NOTE: In accordance with applicable underwriter guidelines, there may be a title premium re-issue discount for this transaction. Please contact our office prior to your closing for more details.

> Valid only if Schedules A and B are attached. Schedule BI consists of 1 page(s)







File No.: 19-39671 Part II, SCHEDULE B

THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY.

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 Preliminary Title Report.

2. Standard Exceptions:

- Rights or claims of parties in possession not shown by the public records.
- Easements, or claims of easements, not shown by the public records. b)
- c) 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.
- d) 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.

3. Special Exceptions:

Taxes for the year 2019 Payable in 2020 are a lien not yet due and payable. Taxes for the year 2018 Payable in 2019 are as follows:

Key Number 011-100006-01

State ID Number 57-09-35-400-065.000-005

Township Allen

1st installment due May 10, 2019 \$1,586.88 - Paid 2nd installment due November 10, 2019 \$1,586.88 - Paid

Assessed Values for 2018/2019:

\$125,000.00 I and Improvements \$0.00 Exemption (Mortgage) \$0.00 Exemption (Homeowners) \$0.00 Exemption (Homestead Supplemental) \$0.00 **Net Valuations** \$125,000.00

Davis-Freeman Drain/Ditch Assessment Fees:

1st installment - \$6.25 - Paid 2nd installment - \$6.25 - Paid

Frank Yarde-Dk Drain/Ditch Assessment Fees:

1st installment - \$3.75 - Paid 2nd installment - \$3.75 - Paid

NOTE FOR INFORMATION: Tax information supra is limited to the LAST BILLED information reflected in the computer input in the Treasurer's office and does not necessarily reflect the most current information as to applicable penalties, deductions, exemptions, assessments and payments. Also, it does not reflect possible additional taxes and civil penalties as a result of a determination by County officials that a deduction was improperly granted. A check with the Treasurer's or Auditor's Office should be made to determine the exact status and amount of taxes due, if any.

- Any and all recorded building lines, easements, rights of way, restrictions, legal ditches and drains b) and all rights therein.
- Special assessments/sewer usage charges, if any, levied by the City/Town of Avilla. c)
- Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas d) and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.

Valid only if Schedules A and B are attached. Schedule BII consists of 3 page(s)









File No.: 19-39671 Part II, SCHEDULE B

SEARCH AND LIMITATION OF LIABILITY

This information in commitment form is not an abstract or opinion of title, nor is it a commitment to insure title. This information is furnished for reference purposes only and should not be relied upon for title purposes when acquiring or conveying an interest in the land. It may not be relied upon as a commitment to insure title to the land identified herein. If title insurance coverage is desired, application should be made for a title insurance commitment in a specified amount and identifying the proposed insured.

Liability by MERIDIAN TITLE CORPORATION is limited to a maximum of \$1,000.00. Liability is limited to actual loss or damage resulting solely from the inaccuracy of the information set forth above. This Guarantee specifically, but not by limitation, does not evidence or assure the following:

Matters subsequent to Search date herein;

Property Owners fees and assessments, unless recorded as a lien;

City and/or County codes and ordinances;

Unrecorded building lines, easements, restrictions, covenants, or rights of way.

NOTE: Effective July 1, 2009, HEA 1374 (enacting Indiana Code 27-7-3.7) requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of \$10,000 or more must be in the form of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000 may be in the form of irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent, or check drawn on the trust account of a licensed real estate broker. Personal checks may be accepted, provided the amount does not exceed \$500. Meridian Title Corporation strongly suggests that all funding for the transaction be in the form of an irrevocable wire in order to allow us to disburse funds timely to all parties. Otherwise it's possible that disbursements may be delayed until the funds have been unconditionally credited.

NOTE: This Commitment is not an abstract, examination, report, or representation of fact or title and does not create and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action. The sole liability of company and its title insurance agent shall arise under and be governed by the conditions of the commitment.

NOTE: RREAL IN is statutorily mandated by Indiana Code 27-7-3-15.5 and its objective is to develop an electronic system for the collection and storage of information concerning persons that have or will participate in or assist with a residential real estate transaction. All closing agents are required to complete an on-line form pursuant to the statute. If you are person or party to which this section applies; loan brokerage business, mortgage loan originator, principal real estate broker, real estate sales person or real estate broker salesperson, title insurance underwriter, title insurance agency and/or agent, licensed or certified appraiser, appraisal management company, or creditor to a first lien purchase mortgage, you must provide the closing agent with applicable license information or be subject to possible fines as indicated in said Indiana Code. More information can be found at www.in.gov/idoi/.

NOTE FOR INFORMATIONAL PURPOSES ONLY:

The following deed(s) (if any) affecting said land were recorded within Twenty-four (24) months of the date of this product. If no deed(s) were found, the last deed of record is shown below:

Grantor: Tonya L. Marks Auditor

Grantee: GRTN, LLC Recorded: February 21, 2018

Instrument No.: 180200288 and re-recorded 180400291

Grantor: KELEV, LLC

Valid only if Schedules A and B are attached. Schedule Bll consists of 3 page(s)







File No.: 19-39671 Part II, SCHEDULE B

Harold L. Crouse Grantee: Recorded: February 23, 2015 150200392 Instrument No.:

> Valid only if Schedules A and B are attached. Schedule BII consists of 3 page(s)









Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates (including insurance companies and insurance agents), from sharing nonpublic personal information about a consumer with a nonaffiliated third party unless the institution provides the consumer with a notice of its privacy policies and practices, such as type of information that it collects about the consumer and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of privacy policies and practices of Meridian Title Corporation.

We may collect nonpublic information about you from the following sources:

- Information we receive from you, such as on applications or other forms,
- information about your transaction that we secure from our files, from our affiliates or from third parties,
- information we receive from a consumer reporting agency and
- information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic information will be collected about you.

If you are concerned about the information we have collected, please write us.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to non-public personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

No response to this notice is required, but if you have questions, please write us:

Meridian Title Corporation 202 S. Michigan Street, Suite 300 South Bend, Indiana 46601



Video





McLemore Auction Company, LLC is pleased to offer this prime tract suitable for commercial development at online auction. The property is located along E. Albion St. between Dollar General and Parkview Physicians Group, near Community State Bank in Avilla, Indiana. The property is served by all utilities. In Conjunction with Kent Kleiman, Indiana Lic. RB14026165 and AU19600234.