



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



(615) 517-7675




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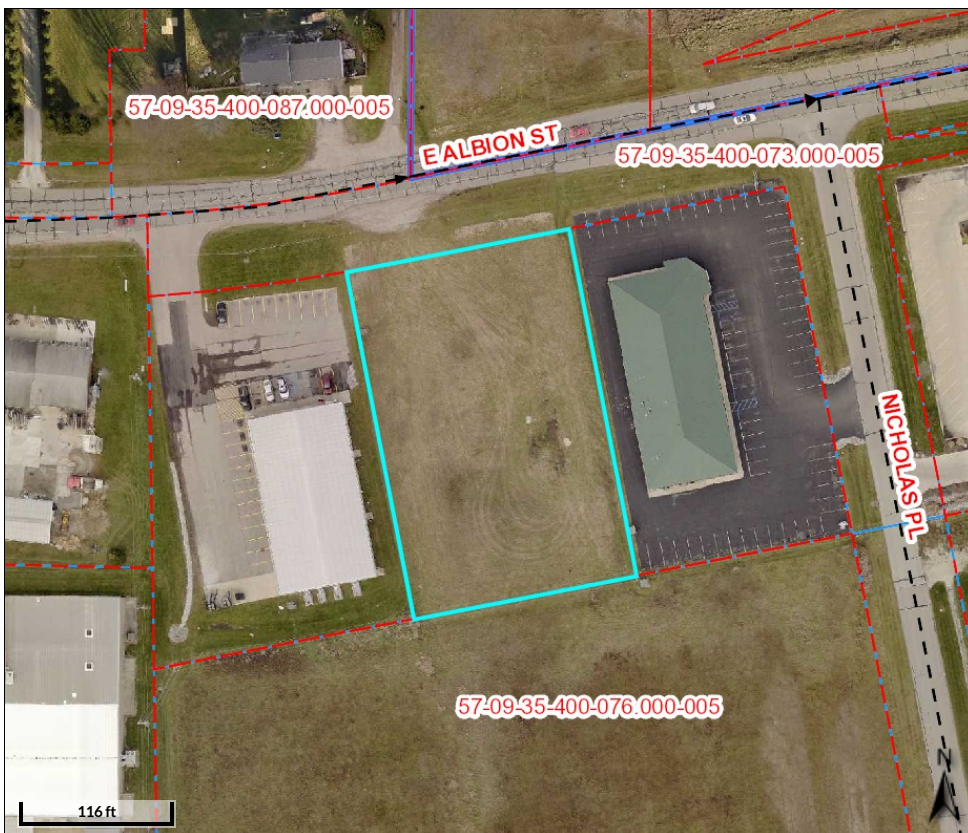


Aerial Tax Map

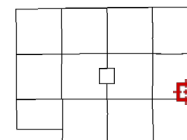


McLEMORE
AUCTION COMPANY

Beacon™ Noble County, IN



Overview



Legend

- Street Centerlines**
 - US STATE
 - STATE
 - COUNTY
 - - COUNTY NONMAINTAINED
 - MUNICIPAL
 - ADJACENT COUNTY ROADS
- Hwy Shields**
- Land Hooks**
- Parcel Numbers (Assessor)**
- Parcels (Assessor)**
- Parcels (Surveyor)**
- Railroads**
- Corporate Limits**
- Township Boundaries**

Parcel ID 57-09-35-400-065.000-005
Sec/Twp/Rng --
Property Address E ALBION ST
 AVILLA

Alternate ID 011-100006-01
Class INDUSTRIAL VACANT LAND
Acreage 0.000

Owner Address GRTN LLC
 PO Box 874
 Warsaw, IN 46581

District 57005 Avilla
Brief Tax Description Raceway Commons Lot 2 1.0a
 (Note: Not to be used on legal documents)

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.
 2. 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.
 3. 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 any;
 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.



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.
 3. **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:
 1. 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
 2. 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



~~PAGE 2 OF 2~~

Duly Entered For Taxation
This 15 day of May 1996
Auditor, Noble Co.
-Anita L. Whiff/SFA

Clark-Treasurer
Town of Andis, Indiana



Tax Information



MCLEMORE
AUCTION COMPANY

57-09-35-400-065.000-005

General Information

Parcel Number
57-09-35-400-065.000-005
Local Parcel Number
11-100006-01
Tax ID:
11-100006-01
Routing Number

Property Class 300
Vacant Land

Year: 2019

Location Information

County
Noble
Township
ALLEN TOWNSHIP
District 005 (Local 011)
AVILLA TOWN
School Corp 6060
EAST NOBLE
Neighborhood 0540200
Avilla Com St Rd 8 & New 3 Sec 35
Section/Plot
035
Location Address (1)
E ALBION ST
AVILLA, IN 46710

Zoning

Subdivision

Lot

Market Model
2017 INDUSTRIAL

Characteristics

Topography Flood Hazard
Level ☐
Public Utilities ERA
Electricity ☐
Streets or Roads TIF
Paved ☒

Neighborhood Life Cycle Stage

Static
Printed Friday, April 26, 2019

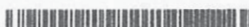
Review Group 2017

GRTN LLC

GRTN LLC
PO BOX 874
WARSAW, IN 46581

Legal

RACEWAY COMMONS SECONDARY PLAT LOT 2
1A



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

2019	Assessment Year	2019	2018	2017	2016	2015
WIP	Reason For Change	Annual-Adj	Annual-Adj	Annual-Adj	Annual-Adj	Annual-Adj
02/22/2019	As Of Date	04/12/2019	04/25/2018	04/09/2017	05/12/2016	07/27/2015
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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
\$125,000	Land	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000
\$0	Land Res (1)	\$0	\$0	\$0	\$0	\$0
\$0	Land Non Res (2)	\$0	\$0	\$0	\$0	\$0
\$125,000	Land Non Res (3)	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000
\$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
\$125,000	Total	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000
\$0	Total Res (1)	\$0	\$0	\$0	\$0	\$0
\$0	Total Non Res (2)	\$0	\$0	\$0	\$0	\$0
\$125,000	Total Non Res (3)	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000

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. %	Res Elig %	Market Factor	Value
11	A		0	1.0000	1.00	\$125,000	\$125,000	\$125,000	0%	0%	1.0000	\$125,000

E ALBION ST

300, Vacant Land

Date	Owner	Doc ID	Code	Book/Page	Adj Sale Price	V/I
09/13/2018	GRTN LLC	180400000	QC	/	\$0	I
09/26/2008	KELEV LLC	081000264	QC	/	\$0	I
09/18/2006	CORDY WADE R		QC	0609/00441	\$0	I
09/28/2005	CORDY WADE R AND		COR	0609/00949	\$375,000	I

Industrial

Avilla Com St Rd 8 & New 3 1/2

Notes

4/28/2019 : 20-21 COMB NBHDS 0530100, 0530300, 054200, 0540300 & 0540400 TO 0540100
7/18/2017 : 18-19 REASS NO CHANGE
10/26/2010 : 11-12 MOVED FROM INDUST NBHD TO COMM NBHD
10/29/2009 : PTABOA DENIED ANY CHANGES FOR 08-9
9/29/2009 : 4 SALE 4-08 FOR 85,000
9/27/2007 : TRANSFERRED WITH PARCEL #S 57-09-35-400-078.000-005 & 57-09-35-400-078. & 57-09-35-400-065. & 57-09-35-400-073.—ZERO SALE
10/24/2006 : CHANGED FROM COMM TO INDUST NBHD AND TO PRIME GRD-LOCATION

Land Computations

Calculated Acreage	1.00
Actual Frontage	0
Developer Discount	<input type="checkbox"/>
Parcel Acreage	1.00
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	1.00
Farmland Value	\$0
Measured Acreage	0.00
Avg Farmland Value/Acre	0.0
Value of Farmland	\$0
Classified Total	\$0
Farm / Classified Value	\$0
Homesite(s) Value	\$0
91/92 Value	\$0
Supp. Page Land Value	
CAP 1 Value	\$0
CAP 2 Value	\$0
CAP 3 Value	\$125,000
Total Value	\$125,000

Data Source Aerial

Collector 07/18/2017 AG

Appraiser

Tax Information



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.



Title Commitment



December 12, 2019

Property Address: Vacant Land, East Albion Street, Avilla, IN 46710
County: Noble
File Number: 19-39671

Client: Leon Brenneman

Enclosures: Preliminary Title Report

Notes: _____



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

1. Policy or Policies to be issued:

(a) ☐ ALTA Owner's Policy 06/17/06

Amount: **TBD**

Proposed Insured: **A natural person or legal entity to be determined**

(b) ☐ ALTA Loan Policy 06/17/06

Amount:

Proposed Insured:

2. The estate or interest in the land described or referred to in this Preliminary Title Report is Fee Simple.

3. Title to said estate or interest in said land is at the effective date hereof vested in:

GRTN, LLC

4. The land referred to in this Preliminary Title Report is located in the County of Noble, State of Indiana described as follows:

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)**



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.)

3. 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.
4. 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.
6. 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.

7. 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.

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 Preliminary Title Report.
2. Standard Exceptions:
 - a) Rights or claims of parties in possession not shown by the public records.
 - b) Easements, or claims of easements, not shown by the public records.
 - 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:

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

Assessed Values for 2018/2019:

Land	\$125,000.00
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.

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

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 BII consists of 3 page(s)



Title Commitment



File No.: 19-39671

Part II, SCHEDULE B

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

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.