

# ALSMAN LAND AUCTION

## CONTINUED

6/8/2016

greene.in.wingis.com/rgis/printpreview1.aspx?oid=160608161416308

### Alsman Farm - Stockton Twp - Sec35, Twp 7W, Rge 7N



Fred J. Alsman & Rosemary Alsman Farm 45.979 Acres m/l  
Location: 1100 W, Linton, IN 47441  
Legal Description: 0170000700 PT SE 35 7 7 13.529 PT SE 35 7 7 32.45A

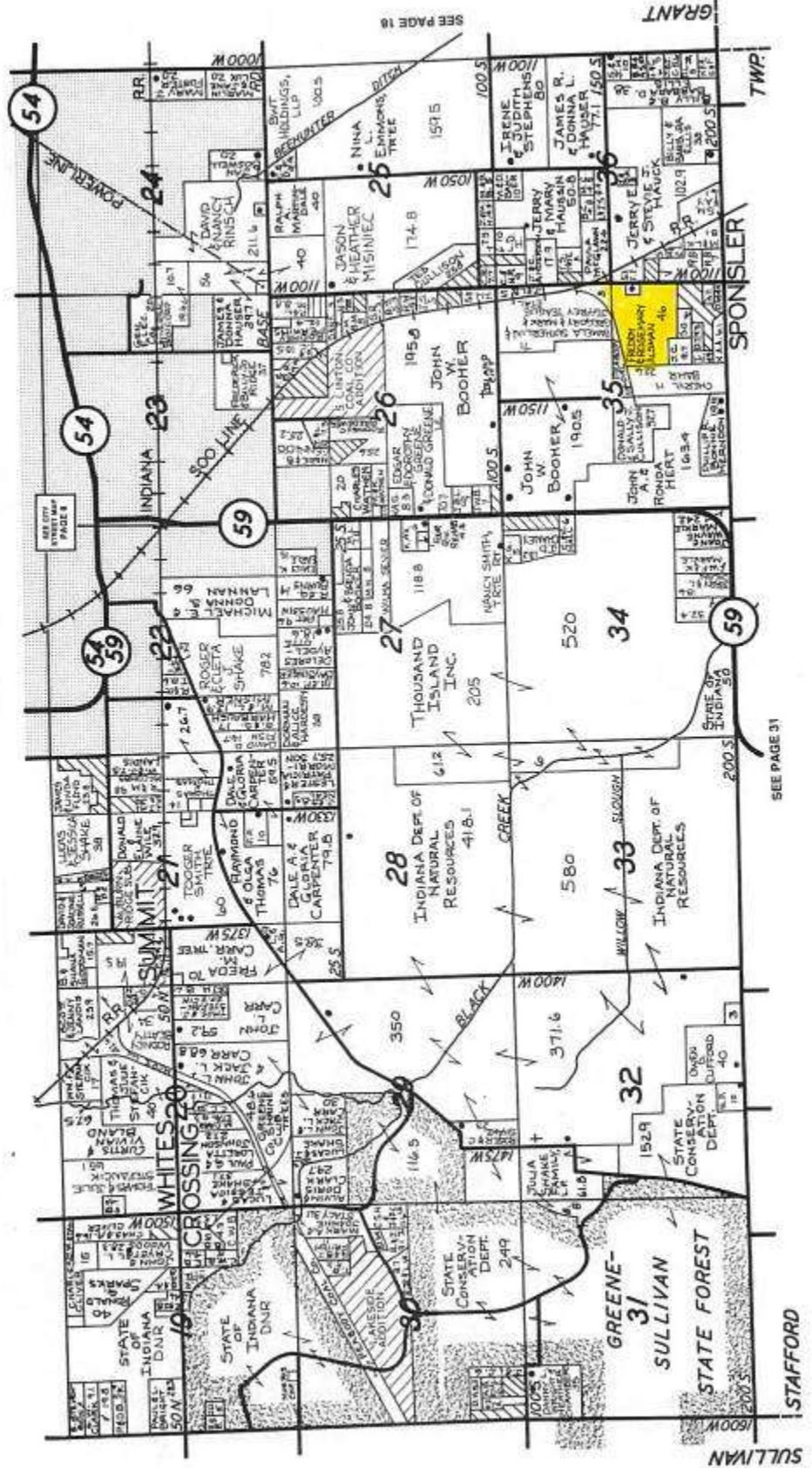
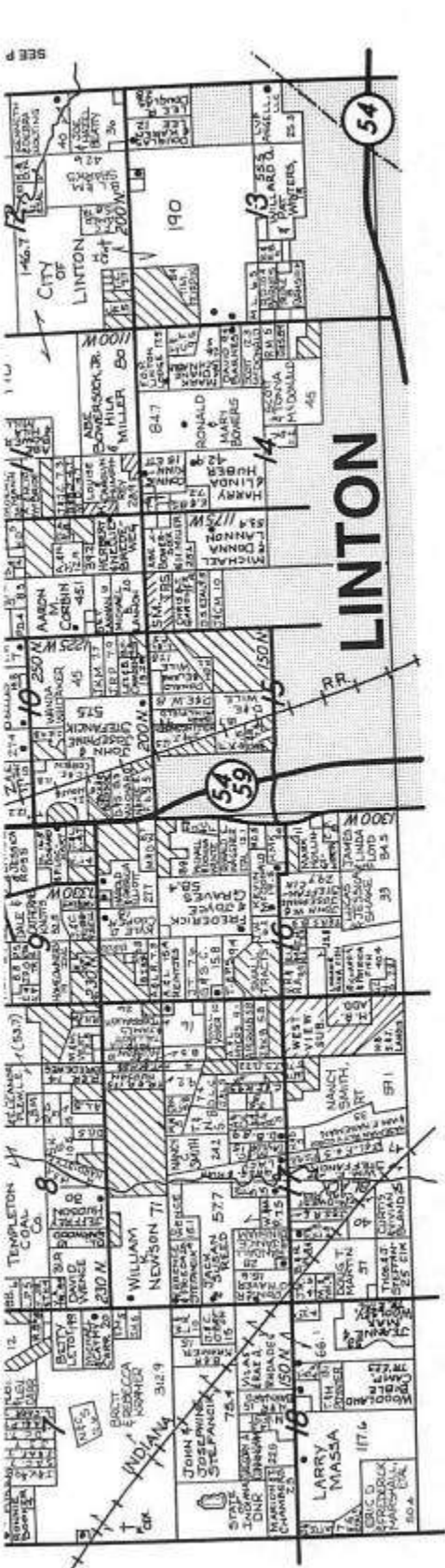
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06/08/2016

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SEE P

SEE PAGE 18

GRANT

TWP.

SEE PAGE 31

SULLIVAN

STAFFORD

ADMINISTRATIVE INFORMATION

PARCEL NUMBER  
28-07-20-000-011.000-007  
Parent Parcel Number.

Property Address  
CO RD 50 N  
Neighborhood  
7001 GRANT #1

Property Class  
100 Agri vacant land  
TAKING DISTRICT INFORMATION  
Jurisdiction 28

Area 005 GRANT TOWNSHIP  
Corporation N  
District 007 GRANT  
Section & Plat 20  
Routing Number 0.000

Site Description

Topography:  
Rolling

Public Utilities:  
Electric

Street or Road:  
Unpaved

Neighborhood:  
Static

Land Type  
1 PUBLIC ROAD/ROW  
2 TILLABLE LAND  
3 TILLABLE LAND  
4 TILLABLE LAND  
5 TILLABLE LAND  
6 TILLABLE LAND

OWNERSHIP  
Alsman, Freddy J. & Rosemary each with life est and TRANSFER OF OWNERSHIP

Printed 06/09/2016 Card No. 1 of 1

Tax ID 0070000800  
Date  
007-00008-00 Pt 5W NE 20 T 6 30A

# AGRICULTURAL

VALUATION RECORD

Assessment Year	03/01/2009	03/01/2010	03/01/2011	03/01/2012	03/01/2013	03/01/2014	03/01/2015
Reason for Change							
VALUATION	Trending 38000	Trending 39200	Misc 45700	Misc 49700	Trending 53600	Trending 62300	Trending 62300
Appraised Value \$	0	0	0	0	0	0	0
VALUATION	Trending 38000	39200	45700	49700	53600	62300	62300
True Tax Value \$	38000	39200	45700	49700	53600	62300	62300
	38000	39200	45700	49700	53600	62300	62300

LAND DATA AND CALCULATIONS

Rating	Measured	Table	Prod. Factor	Rate	Adjusted	Extended	Influence	Value
Soil ID	Area	Depth	Factor	Rate	Rate	Value	Factor	Value
AVB2	0.5510	1.00	1.00	2050.00	2050.00	2050.00	1100.0	-1004
AV	5.3130	0.98	0.98	2050.00	2099.00	2099.00	46700	16700
SP	5.1960	1.06	1.06	2050.00	2173.00	2173.00	11900	11900
P2	10.7450	1.06	1.06	2050.00	2173.00	2173.00	33300	23300
PB2	3.1170	0.98	0.98	2050.00	2099.00	2099.00	6300	6300
ST	2.0780	1.11	1.11	2050.00	2276.00	2276.00	4700	4700

FARMLAND COMPUTATIONS

Parcel Acreage	
B1 Legal Drain NY	[-]
B2 Public Roads NY	[-]
B3 UT Towns NY	[-]
B Homestead(s)	[-]
91.92 Excess Acreage	[-]
TOTAL ACRES FARMLAND	
TRUE TAX VALUE	62300

Supplemental Cards

Measured Acreage	30.0000
Average True Tax Value/Acre	0.5510
TRUE TAX VALUE FARMLAND	16700
Classified Land Total	23300
Homestead(s) Value	6300
Excess Acreage Value	4700
Supplemental Cards	62300
TOTAL LAND VALUE	62300



### Alsman Farm - Grant Twp - Sec. 20, Twp 7N, Rge 6W



Fred J. Alsman & Rosemary Alsman Farm 30.0 Acres m/l  
 Location: CO RD 50 N Dugger, IN 47848  
 Legal Description: 007-00008-00 PT SW NE 20 7 6 30A

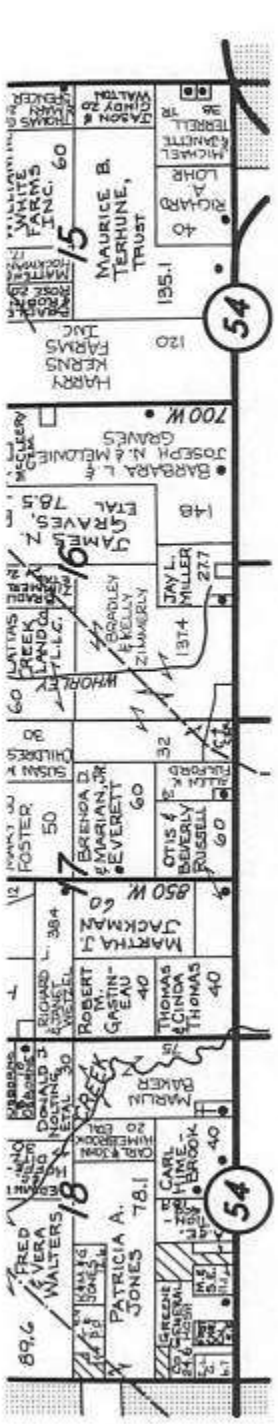
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**Springer Insurance & Financial Services, Inc.**  
 823 N. Section St., Sullivan, IN 47882  
 Phone: 812-268-4711  
 Email: info@springerinsurance.com



**ADMINISTRATIVE INFORMATION**

PARCEL NUMBER  
28-14-13-000-008.000-020  
Parent Parcel Number

Property Address  
S 500 W

Neighborhood  
2002 WASHINGTON #2  
Property Class  
100 Agri Vacant land

TAXING DISTRICT INFORMATION  
Jurisdiction 28

Area 014 WASHINGTON TOWNSHIP  
Corporation N  
District 020  
Section & Plat 13  
Routing Number 0.000

Site Description  
Topography:

Public Utilities:

Street or Road:

Neighborhood:

Zoning:  
Legal Acres:  
14.6000  
Admin Legal  
14.6000

OWNERSHIP  
Aisman, Fred J. & Rosemary each with life est and rem  
Tax ID 0200076300  
TRANSFER OF OWNERSHIP

Printed 06/06/2016 Card No. 1 of 1

Date  
020-00763-00 PT SW NW 13 & 6 14.6A

# AGRICULTURAL

**VALUATION RECORD**

Assessment Year	03/01/2009	03/01/2010	03/01/2011	03/01/2012	03/01/2013	03/01/2014	03/01/2015
Reason for Change	Trending	Trending	Misc	Misc	Trending	Misc	Trending
VALUATION	12500	12800	15000	16500	17700	20500	20500
Appraised Value	0	0	0	0	0	0	0
VALUATION	12500	12800	15000	16500	17700	20500	20500
True Tax Value	0	0	0	0	0	0	0
VALUATION	12500	12800	15000	16500	17700	20500	20500
Topography:	12500	12800	15000	16500	17700	20500	20500

**LAND DATA AND CALCULATIONS**

Rating	Measured	Table	Prod. Factor	Base	Adjusted	Extended	Influence	Value
Soil ID	Acres	Effective	Depth	Rate	Rate	Value	Factor	
-or-	-or-	Depth	-of-					
Frontage	Frontage	Effective	Depth	Square	Feet	Value		
1 PUBLIC ROAD/ROW	0.1800	1.00	1.00	2050.00	2050.00	450.00	-100%	0
2 TILLABLE LAND	4.4900	0.68	0.68	2050.00	1394.00	6300		6300
3 NONTILLABLE LAND	1.8600	1.23	1.23	2050.00	2522.00	4700	-60%	1900
4 TILLABLE LAND	3.5600	0.81	0.81	2050.00	1661.00	5900		5900
5 NONTILLABLE LAND	1.0300	0.81	0.81	2050.00	1661.00	1700	-60%	700
6 TILLABLE LAND	1.8400	1.23	1.23	2050.00	2522.00	4600		4600
7 TILLABLE LAND	0.1300	1.28	1.28	2050.00	2624.00	300		300
8 NONTILLABLE LAND	1.5100	0.68	0.68	2050.00	1394.00	2100	-60%	800

2013: REASSESS: NO CHANGES MADE PER CLT (06/11/13)

Supplemental Cards	TRUE TAX VALUE	20500
Measured Acreage	14.4200	14.4200
Average True Tax Value/Acre	1422	1422
TRUE TAX VALUE FARMLAND	20510	20510
Classified Land Total (+)		
HomeSite(s) Value (+)		
Excess Acreage Value (+)		
Supplemental Cards		
<b>TOTAL LAND VALUE</b>		<b>20500</b>

**FARMLAND COMPUTATIONS**

Parcel Acreage	(-)
81 Legal Drain NW	(-)
82 Public Roads NW	(-)
83 01 Towns NW	(-)
9 HomeSite(s)	(-)
91/92 Excess Acreage	(-)
<b>TOTAL ACRES FARMLAND</b>	<b>14.4200</b>
<b>TRUE TAX VALUE</b>	<b>20500</b>



### Alsman Farm - Washington Twp - Sec. 13, Twp 6W, Rge 6N



Fred J. Alsman & Rosemary Alsman Farm 14.6 Acres m/l  
 Location: S 500 W, Lyons, IN. 47443  
 Legal Description: 0200076300 PT SW NW 13 6 6 14.6A

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28-14-13-000-009.000-020  
 ADMINISTRATIVE INFORMATION  
 PARCEL NUMBER  
 28-14-13-000-009.000-020  
 Parent Parcel Number

Aisman, Fred J. & Rosemary with life est an S 500 W  
 OWNERSHIP  
 Tax ID 0200027300  
 Aisman, Fred J. & Rosemary with life est and rem in tr  
 2278 S Co Rd 750e  
 Dugger, IN 47848 USA  
 Date

Printed 06/06/2016 Card No. 1 of 1

Property Address  
 S 500 W  
 Neighborhood  
 2002 WASHINGTON #2  
 Property Class  
 100 Agri Vacant Land  
 TAXING DISTRICT INFORMATION  
 Jurisdiction 28

WASHINGTON TOWNSHIP  
 Area 014  
 Corporation N  
 District 020  
 Section & Plat 13  
 Routing Number 0.000

Site Description  
 Topography:  
 Public Utilities:  
 Street or Road:  
 Neighborhood:  
 Zoning:  
 Legal Acres:  
 14.6000  
 Admin Legal  
 14.6000

**AGRICULTURAL**

**VALUATION RECORD**

Assessment Year	03/01/2009	03/01/2010	03/01/2011	03/01/2012	03/01/2013	03/01/2014	03/01/2015
Reason for Change	Trending	Trending	Trending	Misc	Trending	Misc	Trending
VALUATION	13700	14200	16400	17800	19400	22400	22400
Appraised Value	0	0	0	0	0	0	0
VALUATION	13700	14200	16400	17800	19400	22400	22400
True Tax Value	0	0	0	0	0	0	0
	13700	14200	16400	17800	19400	22400	22400

**LAND DATA AND CALCULATIONS**

Rating	Measured	Table	Prod. Factor	Base	Adjusted	Extended	Influence	Value
Soil ID	Acres	Depth	-or- Depth	Rate	Rate	Value	Factor	
Actual	Effective	Effective	Factor					
Frontage	Frontage	Depth	Square Feet					
1	0.1800	1.00	1.00	2050.00	2050.00	400 0	-100%	0
2	3.1600	0.68	0.68	2050.00	1394.00	4400		4400
3	1.3500	0.81	0.81	2050.00	1661.00	2200		2200
4	4.3500	1.23	1.23	2050.00	2522.00	11000 0	-60%	4400
5	1.5700	0.81	0.81	2050.00	1661.00	2600 0	-60%	1000
6	0.6700	1.23	1.23	2050.00	2522.00	1700		1700
7	3.3200	1.28	1.28	2050.00	2624.00	8700		8700

2013: REASSESS: NO CHANGES MADE PER CLT (06/11/13)

**FARMLAND COMPUTATIONS**

Parcel Acreage	14.6000	Measured Acreage	14.4200
81 Legal Drain NV (-)	0.1800	Average True Tax Value/Acre	1553
82 Public Roads NV (-)		TRUE TAX VALUE FARMLAND	22390
83 UT Towers NV (-)		Classified Land Total	
9 Homesite(s) (-)		Homesite(s) Value	
91/92 Excess Acreage (-)		Excess Acreage Value	
TOTAL ACRES FARMLAND	14.4200	Supplemental Cards	22400
TRUE TAX VALUE	22400	TOTAL LAND VALUE	22400



### Alsman Farm - Washington Twp - Sec. 13, Twp 6W, Rge 6N



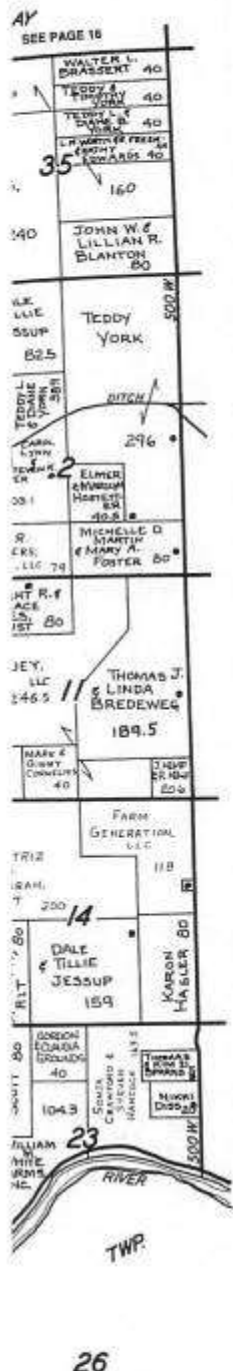
Fred J. Alsman & Rosemary Alsman Farm 14.6 Acres m/l  
 Location: S 500 W, Lyons, IN. 47443  
 Legal Description: 0200027300 PT SW NW 13 6 6 14.6

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# WASHINGTON TOWNSHIP 6 & 7 N. RANGE 5 & 6 W.



## CONSERVATION



Contact if you are of the curriculum environment Timber & Habitats; and Implement conserve Ground: conserv improve and Gra:



104 Cot  
Blor  
812



Max Jordan  
Boomie Vaught  
812.384.3535  
800.790.7036

123 South Franklin Street / PO Box 404  
Bloomfield, Indiana 47424



**ADMINISTRATIVE INFORMATION**

PARCEL NUMBER  
28-04-23-000-011.000-015  
Parent Parcel Number

Property Address  
2278 S CO RD 750 E

Neighborhood  
1501 SMITH #1

Property Class  
100 Agri Vacant Land

**TAXING DISTRICT INFORMATION**

Jurisdiction 28

Area 010 SMITH TOWNSHIP

Corporation N

District 015 SMITH

Section & Plat 23

Routing Number 0.000

**Site Description**

Topography:

Public Utilities:

Street or Road:

Neighborhood:

Zoning:

Legal Acres:

54.0000

Admin Legal

54.0000

Tax ID 0150000200  
TRANSFER OF OWNERSHIP

Printed 06/06/2016 Card No. 1 of 1

Date

SE

# AGRICULTURAL

**VALUATION RECORD**

Assessment Year	03/01/2009	03/01/2010	03/01/2011	03/01/2012	03/01/2013	03/01/2014	03/01/2015
Reason for Change	Trending	Trending	Misc	Misc	Trending	Misc	Trending
VALUATION	45500	47000	54600	59200	64000	74500	74500
Appraised Value	0	0	0	0	0	0	0
VALUATION	45500	47000	54600	59200	64000	74500	74500
True Tax Value	45500	47000	54600	59200	64000	74500	74500
VALUATION	45500	47000	54600	59200	64000	74500	74500

**LAND DATA AND CALCULATIONS**

Rating	Measured	Table	Prod. Factor	Soil ID	Effective	Effective	Depth	Depth	Effective	Effective	Base	Adjusted	Extended	Influence	Value
-or-	-or-	-or-	-or-	-or-	-or-	-or-	-or-	-or-	-or-	-or-	-or-	-or-	-or-	-or-	-or-
Frontage	Frontage	Frontage	Frontage	Frontage	Frontage	Frontage	Frontage	Frontage	Frontage	Frontage	Rate	Rate	Value	Factor	Value
1	AVB2	1.5600	1.00	AVB2	1.00	2050.00	2050.00	2050.00	2050.00	2050.00	2050.00	3200.00	3200.00	-100%	0
2	AVB2	19.6500	0.81	AVB2	0.81	2050.00	1661.00	1661.00	1661.00	1661.00	1661.00	32600	32600		32600
3	CHC2	24.1400	0.72	CHC2	0.72	2050.00	1476.00	1476.00	1476.00	1476.00	1476.00	35600	35600		35600
4	Wd2	1.7100	0.68	Wd2	0.68	2050.00	1394.00	1394.00	1394.00	1394.00	1394.00	2400	2400		2400
5	AVB2	3.0700	0.81	AVB2	0.81	2050.00	1661.00	1661.00	1661.00	1661.00	1661.00	5100.00	5100.00	-60%	2000
6	CHC2	2.5600	0.72	CHC2	0.72	2050.00	1476.00	1476.00	1476.00	1476.00	1476.00	3800.00	3800.00	-60%	1500
7	AVB2	0.3800	0.81	AVB2	0.81	2050.00	1661.00	1661.00	1661.00	1661.00	1661.00	600.00	600.00	-80%	100
8	CHC2	0.9300	0.72	CHC2	0.72	2050.00	1476.00	1476.00	1476.00	1476.00	1476.00	1400.00	1400.00	-80%	300

2013: REASSESS: NO CHANGES MADE PER CLT (03/19/13)

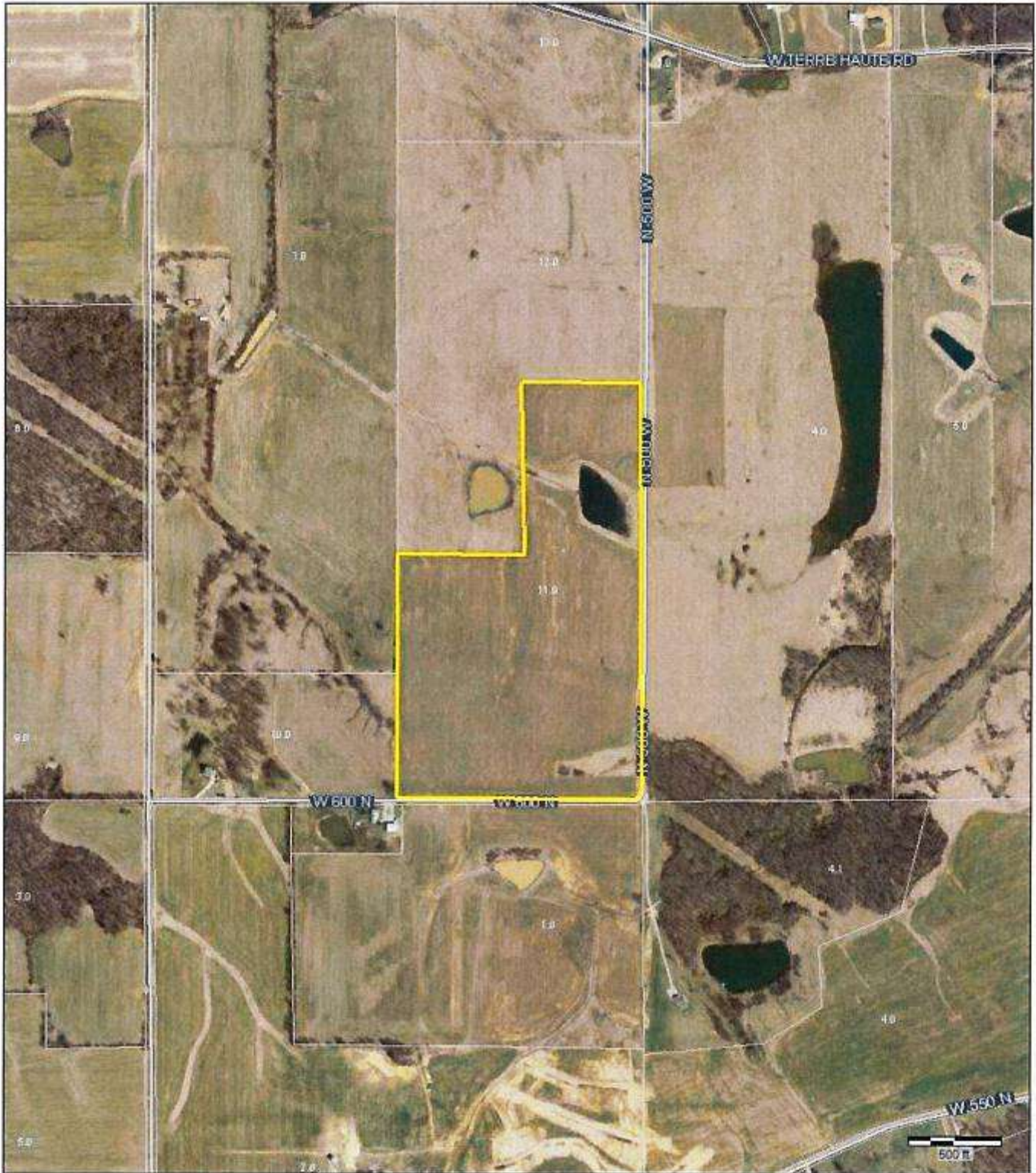
**FARMLAND COMPUTATIONS**

Parcel Acreage	
B1 Legal Drain NW	(-)
B2 Public Roads NW	(-)
B3 UT Towers NW	(-)
9 Homesite(s)	(-)
91/92 Excess Acreage (-)	(-)
TOTAL ACRES FARMLAND	
TRUE TAX VALUE	

**Supplemental Cards**

Measured Acreage	54.0000	Average True Tax Value/Acre	52.4400
TRUE TAX VALUE FARMLAND	1.5600	Classified Land Total	1421
Homesite(s) Value		Excess Acreage Value	74500
Supplemental Cards		TOTAL LAND VALUE	74500

### Alsman Farm - Smith Twp - Sec. 23, Twp 8W, Rge 6N



Fred J. Alsman & Rosemary Alsman Farm 54.0 Acres m/  
 Location: 2278 S CO RD 750 E, Dugger, IN 47848  
 Legal Description: 0150000200 PT NE SE 23 8 6 14A SE SE 23 8 6 40A

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# DESCRIPTION OF REAL ESTATE TRACTS #1 - #4

## Tracts #1 - #4:

**Information About The Bidding Process:** This will be a live auction – ONLY which will be held at 10:00AM (EDT) at the Greene County Community Event Center (Greene County Fairgrounds). The properties are located in Greene County, IN.

### USDA/FSA Records:

#### Greene County USDA/FSA:

<u>Farm#</u>	<u>Tract#</u>	<u>Acres m/l</u>	<u>Type</u>	<u>CRP</u>	<u>HEL/NHEL</u>
<b>Total</b>					
#5276	#487	24.89	Cropland	0.0	NHEL 24.89
#5276	#703	30.24	Cropland	0.0	NHEL 30.24
#5276	#1055	27.07	Cropland	0.0	NHEL 27.07
#5276	#1894	49.22	Cropland	0.0	SA 49.22
<b>Greene Co. Total Acreage</b>		<b>131.42</b>	<b>Cropland</b>	<b>0.0</b>	<b>131.42</b>

**Greene Counties - Total Cropland Acreage - 131.42 acres m/l**

**NOTE:** There is a discrepancy between the cropland acres used in some of the advertisement and the actual cropland acres utilized by the Greene County USDA/FSA Office. For the purposes of the Live Auction we will be using the records from the Greene County, IN. USDA/FSA Offices for the cropland consisting of 131.42 acres m/l of cropland and a total of 159.179 acres m/l of land.

**NOTE:** The USDA/NRCS soil maps and data are located on pages 22 – 46 in this PIP (Property Information Packet). The properties are involved with the ARC County Farm Program for 2016 and they are eligible for 2017 & 2018.

## Tract #1

This tract is located in Section 35, Township 7N, Range 7W in Stockton Township, Greene County, IL. Tract #1 has 45.979 acres m/l total acreage and there is 24.89 acres m/l of cropland. This tract is irregular in shape, although it drains well. This tract does have trees that border the property on the north, south, & west sides. There is road 1100W on the east side of the property which gives access to the property. There are residential sites bordering the exterior of the property along the south & east sides. Also, this tract has wooded and non-wooded residential sites available on it. This tract has a wooded water-way. This parcel has average accessibility to grain elevators, seed/fertilizer dealers, equipment dealers, etc.

## Tract #2

This tract is located in Section 20, Township 7N, Range 6W in Grant Township, Greene County, IL. Tract #2 has 30.24 acres m/l total acreage and there is 30.24 acres m/l of cropland. This tract is rectangular in shape and drains well. This tract does have trees that border the property on the northeast corner and the southwest corner. There is road 50N on the south side of the property which gives access to the property. This tract has non-wooded residential sites available on it. This tract has a grass water-way that extends from the north boundary to the south boundary. This parcel has average accessibility to grain elevators, seed/fertilizer dealers, equipment dealers, etc.

## Tract #3

This tract is located in Section 13, Township 6N, Range 6W in Washington Township, Greene County, IL. Tract #3 has 29.20 acres m/l total acreage and there is 27.07 acres m/l of cropland. This tract is rectangular in shape and it drains well. This tract does have trees that border the property on the north side. There is road 500W on the west side of the property which gives access to the property. This tract has non-wooded residential sites available on it. This parcel has average accessibility to grain elevators, seed/fertilizer dealers, equipment dealers, etc.



## **Tract #4**

This tract is located in Section 23, Township 8N, Range 6W in Smith Township, Greene County, IL. Tract #4 has 54.0 acres m/l total acreage and there is 49.22 acres m/l of cropland. This tract is irregular in shape, although it drains well. This tract does not have trees that border the property. This tract is located on a corner lot. There is road 500W on the east side of the property and 600N on the south side of the property which gives accesses to the property. This tract has non-wooded residential sites available on it. There is a small pond located at the north end of the property which is surrounded by pasture grass. This tract has a grass water-way as well as a wooded water-way. This parcel has average accessibility to grain elevators, seed/fertilizer dealers, equipment dealers, etc.

**NOTE: The Auctioneer may use any dollar increment during the bidding process he feels is appropriate.**

**Terms: Announcements made at day of sale will take precedence over any previously printed, oral or electronic statements "Sold As Is, Where Is". Auctioneer is acting only as an agent to the Seller(s) and is not responsible for any accident or liability.**

# **ENVIRONMENTAL ADDENDUM & DISCLOSURE**

## **APPARENT\* HAZARDOUS SUBSTANCES AND/OR DETRIMENTAL ENVIRONMENTAL CONDITIONS**

This disclosure pertains to the property listed in this "Property Information Packet" being offered at auction by Freddy J. Alsman & Rosemary Alsman, Trust - Floyd Alsman, P.O.A. on Thursday August 11, 2016.

**\*Apparent is defined as that which is visible, obvious, evident or manifest to the auctioneer.**

This addendum and disclosure reports the results of the auctioneer's routine inspection of and inquiries about the subject properties and its surrounding area's. It also states what assumptions were made about the existence (or non-existence) of any hazardous substances and/or detrimental environmental conditions. **The auctioneer is not an expert environmental inspector** and therefore might be unaware of existing hazardous substances and/or detrimental environmental conditions which may have a negative effect on the safety and value of the property. It is possible that tests and inspections made by a qualified environmental inspector would reveal the existence of hazardous materials and/or detrimental environmental conditions on or around the property that would negatively affect its safety and value.

**Drinking Water:** There is not any drinking water available on this tract. It is the assumption of the auctioneer and seller(s) that there is an adequate supply of safe, lead-free drinking water.

**Sanitary Waste Disposal:** There is **NO** Sanitary waste disposal system for this property. It is the assumption of the auctioneer and seller(s) that the sanitary waste is disposed of by a municipal sewer and/or private system or adequate properly permitted alternate treatment system is in good condition.

**Soil Contaminants:** The auctioneer and seller(s) are not qualified to determine the presence of any soil contaminants and further more are not aware of any soil contaminants. It is the assumption of the auctioneer and seller(s) that the properties are free of soil contaminants.

**Asbestos:** The auctioneer and seller(s) are not qualified to determine the presence of any asbestos and further more are not aware of any asbestos. It is the assumption of the auctioneer and seller(s) that there is no uncontained friable asbestos or other hazardous material on the property.

**PCB's (Polychlorinated Biphenyls):** The auctioneer and seller(s) are not qualified to determine the presence of any PCB's and further more are not aware of any PCB's. It is the assumption of the auctioneer and seller(s) that there are no uncontained PCB's on or nearby the property.

**Radon:** The auctioneer and seller(s) are not qualified to determine the presence of any Radon and further more are not aware of any Radon. It is the assumption of the auctioneer and seller(s) that the radon level is at or below EPA recommended levels.

**UST's (Underground Tanks):** The auctioneer and seller(s) are not qualified to determine the presence of any UST's and further more are not aware of any UST's. It is the assumption of the auctioneer and seller(s) that any functioning UST's are not leaking and are properly registered and that any abandoned UST's are free from contamination and were properly drained, filled and sealed.

**Nearby Hazardous Waste Sites:** The auctioneer and seller(s) are not qualified to determine the presence of any nearby hazardous waste sites and further more are not aware of any nearby hazardous waste sites. It is the assumption of the auctioneer and seller(s) that there are no hazardous waste sites on or nearby the properties that negatively affect the value or safety of the properties.

**UREA Formaldehyde (UFFI) Insulation:** The auctioneer and seller(s) are not qualified to determine the presence of any UFFI and further more are not aware of any UFFI. It is the assumption of the auctioneer and seller(s) that there is no significant UFFI insulation or other UREA formaldehyde material on the property.

**Lead Paint:** The auctioneer and seller(s) are not qualified to determine the presence of any lead paint and further more are not aware of any lead paint. Because the improvements on the property were built prior to 1978 the possibility of lead paint may be present. It is the assumption of the auctioneer and seller(s) that there is not any lead paint on the property. It is recommended by the auctioneer and seller(s) that a qualified professional be contacted if there are any concerns.

**Air Pollution:** The auctioneer and seller(s) are not qualified to determine the presence of any air pollution and further more are not aware of any air pollution. It is the assumption of the auctioneer and seller(s) that the property is free of air pollution.

**Wetlands/Floodplains:** The auctioneer and seller(s) are not qualified to determine the presence of any wetlands/floodplains and further more are not aware of any wetlands/floodplains. It is the assumption of the auctioneer and seller(s) that there are no wetlands/floodplains on the property.

**Miscellaneous Environmental Hazards:** The auctioneer and seller(s) are not qualified to determine the presence of any miscellaneous environmental hazards and further more are not aware of any miscellaneous environmental hazards. The auctions are being conducted with the assumption that there are no miscellaneous environmental hazards that would negatively affect the safety, value or integrity of the properties.

**NOTE:** There are **NO** improvements located on this property. If there were any improvements located on this property and they were constructed prior to 1978 when lead paint was a common building material, then the possibility of lead-based paint contamination may exist. There is no **apparent** visible or known documented evidence of lead paint on the floors, walls or ceilings. The only way to be certain that the property is free of surface or subsurface lead paint is to have it inspected by a qualified inspector. If there are any further questions as to the presence of any environmental hazards on any of the properties it recommended by the auctioneer and seller(s) that the buyer(s) have a qualified professional inspector to conduct such an inspection. All cost's related to any inspection and/or repairs will be at the expense of the buyer(s). All prospective buyers have 14 days prior to the auction for a home inspection to be conducted. The buyer will be required to sign a disclosure waiver for lead paint and a property disclosure waiver the day of the auction. The property is being sold "AS IS, WHERE IS" with no warranties expressed or implied.



# **AD VALOREM TAXES / ZONING**

## **Permanent Tax Numbers:**

Tract #1 – 28-06-35-000-007.000-017 – Stockton Twp.

Tract #2 – 28-07-20-000-011.000-007 – Grant Twp.

Tract #3 – 28-14-13-000-008.000-020 – Washington Twp.

Tract #4 – 28-04-23-000-011.000-015 – Smith Twp.

Stockton, Grant, Washington & Smith Townships, Greene County, Indiana.

## **Zoning:**

NO Zoning

## **Taxes:**

Tract #1 – 28-06-35-000-007.000-017 – Stockton Twp. - \$772.00 per year (2015 Tax Year) – NO Exemptions

Tract #2 – 28-07-20-000-011.000-007 – Grant Twp. - \$1,277.74 per year (2015 Tax Year) – NO Exemptions

Tract #3 – 28-14-13-000-008.000-020 – Washington Twp. - \$1,622.36 per year (2015 Tax Year) – NO Exemptions

Tract #4 – 28-04-23-000-011.000-015 – Smith Twp. - \$1,024.02 per year (2015 Tax Year) – NO Exemptions

Information provided by the Greene County Supervisor of Assessments Office.

## **FOR MORE INFORMATION ON AD VALOREM TAX MATTERS, COUNTY HIGHWAY, RURAL WATER and ELECTRICITY - YOU MAY CONTACT THE FOLLOWING:**

Greene County Supervisor of Assessments Office – 812-384-2002

Greene County Treasure Office – 812-384-4378

Greene County Superintendent of Highways Office – 812-659-2045

Greene County Recorder's Office - 812-384-2020

Greene County Sheriff's Office – 812-384-4411

Greene County Health Department Office - 812-384-4496

**CONTRACT FOR PURCHASE & SALE OF REAL ESTATE**

**This is a legally binding contract. If not fully understood, we recommend that all parties to the contract consult an attorney before signing.**

**Property # \_\_\_\_\_ Tract(s) # \_\_\_\_\_ Date: \_\_\_\_\_**

**This is a Purchase and Sale agreement, provided at the auction sale herein referenced. By signing below, purchaser acknowledges the terms and conditions for purchase are incorporated herein and same are legally binding, it being the intent of the parties that the obligation of purchaser arising from the “Terms and Conditions” and this Purchase and Sale Contract, shall be deemed one and the same.**

**1. IDENTIFICATION OF PARTIES TO THE CONTRACT**

**A. SELLER**

**NAME:**

\_\_\_\_\_

**Address:**

\_\_\_\_\_

**City/Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_**

**Daytime Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_**

**(Even though the word “Seller” is singular, it refers to each and all of those who sign below as Seller.)**

**B. PURCHASER**

**NAME:**

\_\_\_\_\_

**Address:**

\_\_\_\_\_

**City/Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_**

**Daytime Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_**

**(Even though the word “Purchaser” is singular, it refers to each and all of those who sign below as Purchaser.)**

**2. PROPERTY TO BE SOLD**

The property which the Seller is agreeing to sell and which the Purchaser is agreeing to purchase is known as:

The following is a legal description of the property as a whole, unless otherwise specified.

**Tract #1** – PT of SE Sec 35, Twp 7N, Rge 7W, 13.529A and SE Sec 35, Twp 7N, Rge 7W, 32.45A

**Tract #2** – PT of SW NE Sec 20 Twp7N, Rge 6W, 30.0A

**Tract #3** – PT of SW NW Sec 13, Twp 6N, Rge 6W, 14.6A and SW NW Sec 13, Twp 6N, Rge 6W, 14.6A

**Tract #4** – PT of NE SE Sec 23, Twp 8N, Rge 6W, 14A and SE Sec 23, Twp 8N, Rge 6W, 40.0A

This property includes all Seller(s) rights and privileges, if any, to all land, water, streets, minerals, and roads annexed to, and on all sides of the property, unless otherwise described differently herein this contract.

**SELLER INITIALS:** \_\_\_\_\_

**HIGH BIDDER INITIALS:** \_\_\_\_\_



**3. ITEMS INCLUDED IN SALE**

The following, if located on the property at the time of signing of the contract, are included in the sale of the real estate, unless stated otherwise in this contract, "As Is, Where Is".

- i. All buildings and improvements,
- ii. Lighting, heating and plumbing fixtures,
- iii. Window shades, Venetian blinds, traverse rods, curtain rods,
- iv. All wall to wall carpeting,
- v. Storm and screen doors and windows,
- vi. Water softeners and propane tanks (if owned by the seller(s)),
- vii. All shrubbery, trees, and plants in the ground, and
- viii. Other existing items not listed above and which are included in the sale are listed here: **Any trash, scrap & scrap iron and any items remaining in any buildings or with the real estate.**

**4. ITEMS EXCLUDED FROM THE SALE**

The following items are excluded from the sale of real estate: \_\_\_\_\_NONE\_\_\_\_\_.

**5. BUYER'S PREMIUM**

It is clearly understood and agreed to by both the Buyer and the Seller that THE BUYER'S PREMIUM IS THAT PORTION OF THE COMMISSION WHICH IS BEING PAID BY THE BUYER THROUGH THE SELLER. UNITED COUNTRY – AUCTIONS, APPRAISALS & REALTY, LLC AND THEIR AUCTIONEER/AGENTS REPRESENTS ONLY THE SELLER. If either the Buyer or the Seller should fail to perform on the contract the party responsible for failing to close on the property shall be responsible for the full commission due United Country – Auctions, Appraisals & Realty, LLC. In the event the Buyer defaults, the funds held by United Country – Auctions, Appraisals & Realty, LLC shall be retained to the extent of the Buyer's Premium and the balance shall be remitted to the Seller or their Attorney.

**6. FORFEITURE PROVISIONS**

Buyer has heretofore deposited a sum of money (earnest) at the auction as to include the 6% Buyer's Premium, which sums are presently within a designated escrow or non-interest bearing account at Preferred Bank, Casey, IL. for a reasonable amount of time as is considered to accomplish the final settlement between the Seller(s) and United Country – Auctions, Appraisals & Realty, LLC. At that time the sums of money are then transferred to an escrow account of \_\_\_\_\_ Hendrich Title Company, Becky Salter, Lone Tree Road, 1418 N. 1000W, Linton, IN. 47441, 812-847-2776. \_\_\_\_\_. The Buyer acknowledges that, in the event of default pursuant to the terms of this contract or a violation of the "Terms and Conditions" of the auction, the funds provided shall be forfeit, as same represent liquidated damages. The foregoing shall not be construed as a penalty clause inasmuch as the terms and conditions for the auction identify this fact and inasmuch as the auction has already been conducted and Seller has committed to the Purchaser. The parties hereto agree that it represents a fair, equitable and negotiated resolution to the Seller(s) legitimate claim of default, and not a penalty.

**7. PURCHASE PRICE**

The Purchase Price is (Line C – Below):  
\$ \_\_\_\_\_ ( \_\_\_\_\_ )Dollars, U.S.

**8. METHOD OF PAYMENT**

- a. \$ \_\_\_\_\_ Bid Tendered at Auction.
- b. + \_\_\_\_\_ (6%) Buyer's Premium. Purchaser agrees to pay this amount.
- c. \_\_\_\_\_ Contract sale/purchase price including the Buyer's Premium. (A+B=C)
- d. - \_\_\_\_\_ Paid as a "Cash/Credit Card/Bank Check/Guaranteed Funds" down payment (earnest).
- e. = \_\_\_\_\_ Balance Due in Cash/Bank Check/Guaranteed Funds at closing. (C-D=E)

**9. MORTGAGE EXPENSES**

- a. Any mortgage recording tax, recording fee, expenses of drawing papers and any other expenses to be incurred in connection with procuring a mortgage shall be paid by the purchaser.
- b. Seller assumes all responsibilities regarding the filing of the required tax reporting forms with respect to the sale and transfer of this property.

**SELLER INITIALS:** \_\_\_\_\_

**HIGH BIDDER INITIALS:** \_\_\_\_\_

**10. SELLER’S TITLE**

Seller will transfer to Purchaser all his right, title and interest in the property as per the “Terms and Conditions”. Seller will convey title to purchaser subject to any easement of record; existing restrictions, covenants, conditions of record; zoning and environmental protection laws in existence as of this date so long as the foregoing does not render title uninsurable. Seller will deliver title that any reputable title company will insure. Buyer is responsible for ordering and paying for any additional title searches and title insurances he/she desires.

**11. DEED**

The property shall be transferred from the Seller(s) to Purchaser by means of a Deed. The deed will be properly prepared and signed so that it will be accepted for recording by the County Clerk in the County in which the property is located. If the Seller is transferring the property as an executor, administrator, trustee, committee or conservator, the deed usual to such cases shall be accepted.

**12. STATE TRANSFER TAX**

The Seller agrees to pay ”Indiana State Real Property Transfer Tax” as set by law.

**13. TAX AND OTHER ADJUSTMENTS**

The following shall be adjusted between the Purchaser and Seller as of the date of Closing/Possession.

- a. Rents, if any, as and when collected
- b. Interest and mortgage escrow account, if any
- c. Taxes, sewer, water and utility rents, if any
- d. Municipal assessment yearly installment, if any
- e. Fuel, if any
- f. Homeowner’s Association dues, if any

**14. DATE AND PLACE OF TRANSFER OF TITLE**

The transfer of title to the property from Seller to Purchaser will take place at the \_\_ Hendrich Title Company, Becky Salter, Lone Tree Road, 1418 N. 1000W, Linton, IN. 47441, 812-847-2776\_\_. The closing will be completed with title transferred on or before \_\_\_\_\_ at \_\_\_\_\_m. or in 45 days or within (5) days of presentation of insurable title, time is of the essence (if, surveying is required it could take longer to close).

**15. POSSESSION**

The Purchaser(s) shall be granted possession of the property at closing, provided transfer of title has occurred. Although, the tenant rights are in effect until November 1, 2018 or the completion of the 2018 harvest of the crops. At that time there are NO tenant rights in affect and the buyer(s) take possession of the farmland.

**16. DOWN PAYMENTS**

It is agreed that any payments made by the Purchaser prior to transfer of title are to be deposited into an escrow account (non-interest bearing). Down payment(s) will be held in an escrow or non-interest bearing account at Preferred Bank for United Country – Auctions, Appraisals & Realty, LLC, and then transferred to \_\_\_\_\_Sue Boyer, Owner, Clark County Title Company, 119 So. 6<sup>th</sup> Street, Marshall, IL. 62441, Phone #217-826-5212\_\_\_\_\_escrow account, then to the Seller’s Attorney’s escrow account and/or an account designated by the Seller. At which time the holder of such funds shall apply the total payments to United Country – Auctions, Appraisals & Realty, LLC for their fee(s) due and any excess of down payment over and above the fee will go to the Seller unless there has been a forfeiture or an agreed and written agreement for distribution of funds which is contrary to the form provided herein. If Buyer fails to perform, he or she forfeits all payments as liquidated damages or is subject to a specific performance action, and the Seller(s) and Buyer(s) agree to pay the full BUYER’S PREMIUM to United Country – Auctions, Appraisals & Realty, LLC. All resale expenses, and any interest due to the Seller(s) from the Buyer(s) will be the property of the Seller(s).

**SELLER INITIALS:** \_\_\_\_\_

**HIGH BIDDER INITIALS:** \_\_\_\_\_



## 17. REMEDIES UPON DEFAULT

In the event Purchaser defaults pursuant to the terms of this agreement, Seller shall have any remedy under Illinois State Law available. The foregoing shall include but not be limited to, an action for damages, and action for specific performance or retention of funds as referenced above as liquidated damages. Any action for damages shall include the actual loss to Seller, together with any expenses incurred including but not limited to reasonable attorney's fees, re-auctioning the property, remarketing the property, and all other expenses associated with same arising from Buyer(s) default.

## 18. ENTIRE AGREEMENT

There are no representations made outside of the four corners of this contract, and the provisions herein made with respect to the Buyer's obligations are integrated and hereby incorporate the Terms and Conditions executed by Buyer on the occasion of the auction. Purchaser acknowledges this property is transferred as is, where is, and there are no warranties, guarantees or promises which shall survive title, By execution of this contract, Purchaser acknowledges it has had ample opportunity prior to execution to inspect, review and observe and all conditions relative to the subject premises which would cause concern to a reasonable Purchaser. Announcements and Terms made the day of the sale or during the sale along with this contract replaces and supersedes any and all other prior understandings, written, verbal or electronic statements, that were made prior to the auction and previously entered into by and among the parties hereto with regard to the sale and purchase of the premises above described and all the same are merged herein. **TERMS OF THIS CONTRACT WILL NOT BE MODIFIED IN ANYWAY UNLESS AGREED TO IN WRITING BY ALL PARTIES.**

## 19. BINDING CONTRACT

Purchaser and Seller agree that they, their heirs, legal representatives, successors and assigns will be bound under this contract. A signed facsimile or scanned & email of this document will represent a fully executed contract.

## 20. OTHER TERMS:

**A. Real Estate Taxes:** The real estate taxes for 2015, due 2016 will be paid by the seller. The real estate taxes for 2016 due 2017 will be paid by the sellers, since the 2016 crop are being retained by the Seller(s). The buyer(s) assume responsibility of real estate taxes payable thereafter.

**B. Tenant Rights:** Currently there is a lease agreement for a 3 year cash rent agreement that originally began on April 28, 2016 and that same agreement will terminate on November 1, 2018 or until the 2018 fall harvest is completed with NO fall tillage to be performed in 2018. The buyer(s) will be obligated to accept and to abide by the existing/current contract for the lease agreement between the Seller(s) and Tenant(s) at the present time, until it ends on November 1, 2018 or until the 2018 fall harvest has been completed.

**C. Harvest of Crops:** The Seller(s) will be retaining the cash rent payments for the 2016 crop season. The buyer(s) will receive the remaining cash rent payments for 2017 & 2018 which are due as follows: 50% of yearly total on March 1, 2017 & 2018 and the remaining 50% of the yearly total on October 1, 2017 & 2018. The cash rent per acre is \$250 or the yearly total cash rent payments are as follows: **Tract #1** - \$11,494.75, **Tract #2** - \$7,500, **Tract #3** - \$7,300 & **Tract #4** - \$13,500.

**D. Survey:** The Seller(s) will have the final decision as to the need of any surveying and to whom the surveyor will be. At the present time there is no need for a survey. If the buyer(s) require a survey for their needs then it will be a 100% expense to the buyer(s). If there becomes a need for a survey to obtain a legal description of any particular tract in order to obtain a Title Insurance Commitment then the survey costs will be split 50/50 between the seller & the buyer(s).

**E. Underlying Mineral Rights:** If the Seller(s) owns the mineral rights for any of the tracts, then all mineral rights available will be transferred to the Buyer(s) and/or any existing agreements pertaining to any mineral rights will also transfer to the buyer(s). To include not limited to the following mineral rights all coal, fireclay, gas and underlying minerals. The seller(s) will not warrant title to any underlying minerals.

**F. Possession:** Seller(s) will grant possession of Tracts #1 - #4 at the closing and after the transfer of ownership of title. The Seller(s) are retaining the cash rent for the 2016 farming season. The buyer(s) will be obligated to accept and to abide by the existing/current contract for the lease agreement between the Seller(s) and Tenant(s) at the present time, until it ends on November 1, 2018 or until the 2018 fall harvest has been completed by the Tenant(s).

**SELLER INITIALS:** \_\_\_\_\_

**HIGH BIDDER INITIALS:** \_\_\_\_\_

**21. THE BUYER AGREES TO PAY UNITED COUNTRY – AUCTIONS, APPRAISALS & REALTY, LLC**

**A BUYER’S PREMIUM OF:**

\$ \_\_\_\_\_ (\_\_\_\_\_ Dollars, U.S.)  
upon signing this agreement.

**22. CONVEYANCE BY SELLER**

Seller agrees to sell the real estate and the property, if any, described above at the price, terms and conditions set forth herein, and to convey or cause to be conveyed to Buyer, title thereto by a stamped, recordable deed, with release of homestead rights, subject but not limited to:

- a. All easements apparent, restrictive covenants and easements of record, all general real estate taxes and special assessments, if any;
- b. Public utility easements and other easements as now platted or otherwise now of record or apparent, if any;
- c. Any building setback lines and restrictions as now platted or now of records, if any;
- d. The rights of all persons claiming by, through or under Buyer; and
- e. General exceptions and Schedule B exceptions set forth in the Title Insurance Company’s commitments or comparable coverage for title insurance which are hereby incorporated herein by this reference.
- f. Rights of Present Owners/Tenants to crops, until harvest is completed for the present year of this contract. Also, The Seller(s) are retaining the cash rent for the 2016 farming season. The buyer(s) will be obligated to accept and to abide by the existing/current contract for the lease agreement between the Seller(s) and Tenant(s) at the present time, until it ends on November 1, 2018 or until the 2018 fall harvest has been completed by the Tenant(s).

**23. EVIDENCE OF TITLE**

- A. Not less than fifteen (5) days before closing, Seller shall provide to Buyer evidence of title in the form of a commitment from a reputable title insurer for an owner’s title insurance policy in the amount of the purchase price, which shall show title in Seller or the intended grantor, subject only to the general exceptions to which options on abstracts of title are normally subject or are contained in such title insurance policy, to the title exceptions set forth in Paragraphs 10 & 22 of this agreement, and to acts and sufferance of buyer or those claiming by, through or under buyer.
- B. The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions therein stated and herein permitted and in paragraphs 10 & 22 hereof.

**24. OBJECTION TO TITLE**

- A. Written title objections or requirements must be furnished by the buyer and buyer’s attorney within five (5) days after delivery of title papers to buyer, or buyer’s attorney. If the title papers show defects other than those customarily waived under Greene County examination rules, and if the buyer files written objections thereto, seller shall have twenty (20) days from the date of delivery of buyer’s attorney’s objection or requirements, to cure such defects and present title papers on the basis of which a closing may occur as provided herein.
- B. If title cannot be made as provided above, and if title defects cannot be removed or insured over within the said twenty (20) day period after written notification to seller, this agreement shall be terminated and the payments shall be refunded to buyer’s, unless buyer’s, within an additional fifteen (15) days after seller has received notice of such title defects, elects to accept title subject to such defects; upon which elections buyer may deduct from the purchase price the amounts of all liens, encumbrances or like interests of a definite or ascertainable amount.

**25. NOTICES**

Notices required under this contract shall be in writing by U.S. certified postage prepaid mail to the address stated above, return receipt requested, or by delivery in person. Addresses may be changed by like notice. Date of posting shall be deemed date of receipt. Failure by the notifying party to receive back the receipt card signed by the addressee shall not invalidate the notice.

**SELLER INITIALS:** \_\_\_\_\_

**HIGH BIDDER INITIALS:** \_\_\_\_\_



**26. SURVEY**

The Seller(s) will have the final decision as to the need of any surveying and to whom the surveyor will be. At the present time there is no need for a survey. If the buyer(s) require a survey for their needs then it will be a 100% expense to the buyer(s). If there becomes a need for a survey to obtain a legal description of any particular tract in order to obtain a Title Insurance Commitment then the survey costs will be split 50/50 between the seller & the buyer(s).

**27. UNDERLYING MINERAL RIGHTS**

If the Seller(s) owns the mineral rights for any of the tracts, then all mineral rights available will be transferred to the Buyer(s) and/or any existing agreements pertaining to any mineral rights will also transfer to the buyer(s). To include not limited to the following mineral rights all coal, fireclay, gas and underlying minerals. The seller(s) will not warrant title to any underlying minerals.

**28. DISCLAIMER’S**

A. United Country – Auctions, Appraisals & Realty, LLC and their Agents and Seller(s) have gathered information in promotional materials from sources deemed reliable but not guaranteed. Purchaser acknowledges inspection of the property or has had the opportunity to do so and chosen not to inspect the property. Purchaser is relying solely on purchasers own inspections and judgment. Further, all parties acknowledge and agree that the property is being sold “WHERE-IS, AS-IS” with any and all faults. United Country – Auctions, Appraisals & Realty, LLC and their agents have acted as agents for the seller in this transaction.

B. United Country – Auctions, Appraisals & Realty, LLC and their Agents and Seller(s) are making notice to Buyer(s) of the real estate. There is a small area that has been utilized as a site for trash and there could be others that have not been identified. The Buyer(s) are purchasing and the Seller(s) are selling the real estate “WHERE-IS, AS-IS” with any and all faults.

**29. CONTINGENCIES**

There are NO contingencies to this transaction.

**SELLER INITIALS:** \_\_\_\_\_

**HIGH BIDDER INITIALS:** \_\_\_\_\_.

**30. SELLER'S AGREEMENT TO PAY COMMISSION**

Seller hereby accepts the above offer and agrees to sell on the terms and conditions set forth and agrees to pay United Country – Auctions, Appraisals & Realty, LLC a fee of an amount equal to or more as agreed upon previously between the Seller and United Country – Auctions, Appraisals & Realty, LLC.

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**HIGH BIDDER = PURCHASER**

**SELLER**

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**ATTORNEY**

**ATTORNEY**

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E-MAIL: \_\_\_\_\_

E-MAIL: \_\_\_\_\_



**Auctions, Appraisals & Realty, LLC**



107B West Trefz Drive, Marshall, IL 62441

**Office: 217.826.3333 • Cell: 812.243.1303**

**David Shotts, Jr., Auctioneer / Agent / Appraiser**

IN Lic. #AU19300157 • IL Lic. #440.000310

**dshotts@ucmarshall.com • www.ucmarshall.com**



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**DEED**  
**Tracts #1 - #4**

**Note:** The tract numbers in the deed are different than the tract numbers being utilized for the identification of each of the tracts (Tracts #1 - #4) of land in the auction.

**INDEXED**

200200007972  
Filed for Record in  
GREENE COUNTY, INDIANA  
RAE DELLA CRAVENS  
12-20-2002 At 02:27 pm.  
WARR DEED 34.00  
OR Book 3 Page 1 - 11

Instrument 200200007972 OR Book 3 Page 1

**WARRANTY DEED**

This Indenture Witnesseth that **Freddy J. Alsman and Rosemary Alsman, husband and wife**, of Sullivan County, in the State of Indiana, convey and warrant a life estate interest to **Freddy J. Alsman and the remainder interest to Freddy J. Alsman, as Trustee, and his successors in trust, under the Freddy J. Alsman Trust established on December 17, 2002, and any amendments thereto**, for and in consideration of the sum of \$10.00 and the funding of the said trust, the receipt whereof is hereby acknowledged, in an undivided one-half of the following described real estate, to-wit:

**TRACT 1**

✓ The East half of the Northwest Quarter of Section 33, Township 7 North, Range 6 West, Grant Township, Greene County, Indiana, containing 80 acres, more or less.

Subject to all reservations, restrictions, exceptions, liens, encumbrances and easements and rights-of-way of record, and subject to all real estate taxes and assessments assessed and levied after the date hereof.

**TRACT 2**

✓ The East half of the Southwest Quarter of the Northwest Quarter of Section 33, Township 7 North, Range 6 West, Grant Township, Greene County, Indiana, containing 20 acres, more or less.

Subject to all reservations, restrictions, exceptions, liens, encumbrances and easements and rights-of-way of record, and subject to all real estate taxes and assessments assessed and levied after the date hereof.

**TRACT 3**

✓ All the part of the Northwest Quarter of Section 1, Township 6 North, Range 6 West, lying and being North of what is known as the Timmons Branch of the four mile ditch, Washington Township, Greene County, Indiana, containing 185 acres, more or less.

**DULY ENTERED  
FOR TAXATION**

DEC 20 2002

*Shirley M. Donald*  
AUDITOR GREENE COUNTY

Subject to all reservations, restrictions, exceptions, liens, encumbrances and easements and rights-of-way of record, and subject to all real estate taxes and assessments assessed and levied after the date hereof.

**TRACT 4**

A part of the Southwest Quarter of the Northwest Quarter of Section 13, Township 6 North, Range 6 West, in Washington Township, Greene County, Indiana, more particularly described and bounded as follows, to-wit: Beginning 360 feet North of the Southwest corner of said quarter quarter section, thence North 480 feet, thence East to the East line of said quarter quarter section, thence South 480 feet, thence West to the place of beginning, containing 14.60 acres, more or less.

Subject to all reservations, restrictions, exceptions, liens, encumbrances and easements and rights-of-way of record, and subject to all real estate taxes and assessments assessed and levied after the date hereof.

**TRACT 5**

A part of the Southwest Quarter of the Northwest Quarter of Section 13, Township 6 North, Range 6 West, in Washington Township, Greene County, Indiana, more particularly described and bounded as follows, to-wit: Beginning 840 feet North of the Southwest corner of said quarter quarter section, thence North 480 feet to the Northwest corner of said quarter quarter section, thence East to the Northeast corner of said quarter quarter section, thence South 480 feet to a point directly East of the place of beginning, thence West to the place of beginning, containing 14.60 acres, more or less.

Subject to all reservations, restrictions, exceptions, liens, encumbrances and easements and rights-of-way of record, and subject to all real estate taxes and assessments assessed and levied after the date hereof.

**TRACT 6**

The Northwest Quarter of the Northwest Quarter of Section 33, Township 7 North, Range 6 West, in Grant Township, Greene County, Indiana, EXCEPTING THEREFROM the following described tracts: (1) 1 acre in the Northwest corner thereof described as commencing at the Northwest corner of said quarter quarter

section and running thence South 10 rods, thence East 16 rods, thence North 10 rods, thence West 16 rods to the place of beginning. (2) A strip 18 rods wide off of the South side of said quarter quarter section, containing 9 acres. (3) A part of the Northwest Quarter of the Northwest Quarter of Section 33, Township 7 North, Range 6 West, Grant Township, Greene County, Indiana, beginning on the quarter section line and 882.37 feet North of the southeast corner of said quarter quarter; thence North 87 degrees 47 minutes 36 seconds West for a distance of 418.39 feet; thence North 00 degrees 03 minutes 52 seconds East for a distance of 408.11 feet to the center of County Road 100S; thence North 89 degrees 52 minutes 21 seconds East along the center of said County Road 100S for a distance of 417.62 feet to the quarter quarter section line; thence South for a distance of 425.15 feet to the point of beginning, containing 4.00 acres, more or less. Leaving exclusive of said three exceptions, 26 acres, more or less.

Subject to all reservations, restrictions, exceptions, liens, encumbrances and easements and rights-of-way of record, and subject to all real estate taxes and assessments assessed and levied after the date hereof.

TRACT 7

✓ 17 acres of equal width off of the West Side of the Northeast Quarter of the Northwest Quarter of Section 32, Township 7 North, Range 6 West, in Grant Township, Greene County, Indiana, EXCEPTING THEREFROM the following described tract, to-wit: Beginning at the Northeast corner of said 17.0 acres; thence West along the North boundary of said section a distance of 190.0 feet to a point; thence due South a distance of 230.0 feet to a point; thence due East a distance of 190.0 feet to a point; thence North a distance of 230.0 feet to the point of beginning, leaving, exclusive of said exception, 16 acres, more or less.

Subject to all reservations, restrictions, exceptions, liens, encumbrances and easements and rights-of-way of record, and subject to all real estate taxes and assessments assessed and levied after the date hereof.

TRACT 8

✓ The Northwest Quarter of the Northwest Quarter of Section 32, Township 7 North, Range 6 West, in Grant Township, Greene County, Indiana, EXCEPTING THEREFROM the following described tract, to-wit: Commencing at the center of the county road at the Northeast corner of said quarter quarter; thence West 305



feet for the point of beginning; thence from said point of beginning running West 190 feet, thence South 230 feet, thence East 190 feet, thence North 230 feet, more or less, to the point of beginning, containing in the above described tract, exclusive of said exception, 39 acres, more or less.

Subject to all reservations, restrictions, exceptions, liens, encumbrances and easements and rights-of-way of record, and subject to all real estate taxes and assessments assessed and levied after the date hereof.

**TRACT 9**

✓ A part of the Northeast Quarter of the Northwest Quarter of Section 32, Township 7 North, Range 6 West, in Grant Township, Greene County, Indiana, bounded as follows: Beginning at a point 34 rods East of the Northwest corner of the above described quarter quarter, thence South 80 rods, thence East 20 rods, thence North 80 rods, thence West 20 rods to the point of beginning, containing 10 acres, more or less.

Subject to all reservations, restrictions, exceptions, liens, encumbrances and easements and rights-of-way of record, and subject to all real estate taxes and assessments assessed and levied after the date hereof.

**TRACT 10**

✓ **Tract 10a.** The Southwest Quarter of the Northwest Quarter of Section 8, Township 7 North, Range 6 West, in Grant Township, Greene County, Indiana, containing 40 acres, more or less.

**Tract 10b.** The Southeast Quarter of the Northwest Quarter of Section 8, in Grant Township, Greene County, Indiana, containing 40 acres, more or less, and 10 acres out of the Northwest corner of the Northeast Quarter of the Southwest Quarter, all in Section 8, Township 7 North, Range 6 West, containing 50 acres, more or less.

Containing in all 90 acres, more or less.

TRACT 10 IS SUBJECT to a Certain Easement found of record in Deed Record 187, page 49, from Elmer D. Strietelmeier and Ermil L. Strietelmeier, husband



and wife, to The Board of Directors, Lattas Creek Conservancy District, and recorded December 29, 1966.

Subject to all reservations, restrictions, exceptions, liens, encumbrances and easements and rights-of-way of record, and subject to all real estate taxes and assessments assessed and levied after the date hereof.

TRACT 11

✓ The Southwest Quarter of the Northeast Quarter of Section 20, Township 7 North, Range 6 West, Grant Township, Greene County, Indiana, except 10 acres off of the entire East side thereof and containing 30 acres, more or less.

Subject to all reservations, restrictions, exceptions, liens, encumbrances and easements and rights-of-way of record, and subject to all real estate taxes and assessments assessed and levied after the date hereof.

✓ TRACT 12

The Southeast Quarter of the Southeast Quarter of Section 23, Township 8 North, Range 6 West, in Smith Township, Greene County, Indiana, containing 40 acres, more or less.

Subject to all reservations, restrictions, exceptions, liens, encumbrances and easements and rights-of-way of record, and subject to all real estate taxes and assessments assessed and levied after the date hereof.

✓ TRACT 13

A part of the Northeast Quarter of the Southeast Quarter described as follows, to-wit: Beginning at the Southeast corner of said quarter quarter section, running thence North 56 rods, thence West 40 rods, thence South 56 rods, thence East 40 rods to the place of beginning, containing 14 acres, more or less, all in Section 23, Township 8 North, Range 6 West, in Smith Township, Greene County, Indiana.

Subject to all reservations, restrictions, exceptions, liens, encumbrances and easements and rights-of-way of record, and subject to all real estate taxes and assessments assessed and levied after the date hereof.

✓ TRACT 14

The Northwest Quarter of the Northwest Quarter of Section 28, Township 7 North, Range 6 West, Grant Township, Greene County, Indiana, excepting 8 ½ rods off of the entire East side thereof. Also, except the following tract, to-wit:



Beginning at the southwest corner of the Northwest Quarter of the Northwest Quarter of Section 28, Township 7 North, Range 6 West, and running thence North 560 feet; thence East 385 feet; thence South 560 feet; thence West 385 feet to the place of beginning. Containing in said tract, exclusive of said exception 31 acres, more or less.

Subject to all reservations, restrictions, exceptions, liens, encumbrances and easements and rights-of-way of record, and subject to all real estate taxes and assessments assessed and levied after the date hereof.

TRACT 15

✓ A part of the Southeast Quarter of the Northeast Quarter of Section 29, Township 7 North, Range 6 West, in Grant Township, Greene County, Indiana, more particularly bounded and described as follows, to-wit: Beginning at the Southeast corner of said quarter quarter section and running thence West a distance of 38 rods and 12 feet; thence North 56 rods and 12 feet; thence Southeasterly 38 rods and 12 feet to a point in the East line of said quarter quarter 50 rods and 5 feet North of the point of beginning; thence South 50 rods and 5 feet to the place of beginning, containing 13 acres, more or less.

Subject to all reservations, restrictions, exceptions, liens, encumbrances and easements and rights-of-way of record, and subject to all real estate taxes and assessments assessed and levied after the date hereof.

TRACT 16

✓ The Southeast Quarter of the Northwest Quarter of Section 29, Township 7 North, Range 6 West, in Grant Township, Greene County, Indiana, containing 40 acres, more or less.

Subject to all reservations, restrictions, exceptions, liens, encumbrances and easements and rights-of-way of record, and subject to all real estate taxes and assessments assessed and levied after the date hereof.

✓  
TRACT 17

The Southwest Quarter of the Northeast Quarter of Section 29, Township 7 North, Range 6 West, in Grant Township, Greene County, Indiana, containing 40 acres, more or less.

Subject to all reservations, restrictions, exceptions, liens, encumbrances and easements and rights-of-way of record, and subject to all real estate taxes and assessments assessed and levied after the date hereof.

✓  
TRACT 18

The North half of the Southwest Quarter of the Northwest Quarter of Section 28, Township 7 North, Range 6 West, Grant Township, Greene County, Indiana, containing 20 acres, more or less.

Subject to all reservations, restrictions, exceptions, liens, encumbrances and easements and rights-of-way of record, and subject to all real estate taxes and assessments assessed and levied after the date hereof.

✓  
TRACT 19

The Southeast Quarter of the Northeast Quarter of Section 29, Township 7 North, Range 6 West, in Grant Township, Greene County, Indiana, excepting therefrom one acre near the Southwest corner laid off for a cemetery, and also excepting the following described tract: Beginning at the Southeast corner of said quarter quarter section, and running thence West 38 rods and 12 feet; thence North 56 rods and 12 feet; thence Southeasterly a distance of 38 rods and 12 feet; thence South 50 rods and 5 feet to the place of beginning, containing in said exception, 13 acres, more or less. Leaving in said quarter quarter, exclusive of said exception, 26 acres, more or less.

Subject to all reservations, restrictions, exceptions, liens, encumbrances and easements and rights-of-way of record, and subject to all real estate taxes and assessments assessed and levied after the date hereof.

**TRACT 20**

A part of the Southeast Quarter of Section 35, Township 7 North, Range 7 West, in Stockton Township, Greene County, Indiana, more particularly described as follows: Beginning at the Southeast corner of said Section 35, Township 7 North, Range 7 West, running thence West 1920 feet, thence North 2233 feet to the right of way fence line of the Pennsylvania Railroad, thence North 77 degrees 15 minutes East along said right of way fence line to the East line of said Section 35, thence South along said Section line to the place of beginning, EXCEPTING the following described real estate: A part of the Southeast Quarter of Section 35, Township 7 North, Range 7 West, more particularly bounded and described as follows: Beginning at a point 200 feet South of the Northeast corner of said quarter section and running thence South 429 feet, thence West 207 feet, thence due North 516 feet to the Milwaukee Railroad right of way line, thence East and Southeast along said right of way line to the place of beginning, containing 2.24 acres, more or less. Containing 47 acres, more or less.

Subject to all reservations, restrictions, exceptions, liens, encumbrances and easements and rights-of-way of record, and subject to all real estate taxes and assessments assessed and levied after the date hereof.

**TRACT 21**

✓  
Thirty-three and one-half acres in a strip of equal width off of the entire west side of the Southwest Quarter of the Northwest Quarter of Section 32, Township 7 North, Range 6 west, Grant Township, Greene County, Indiana, being all of said quarter quarter excepting 6 ½ acres off of the entire east side thereof, also excepting therefrom a roadway 25 feet wide off of the entire south side of said 33 ½ acres tract above described.

Also, 27 acres in a strip of equal width off of the entire west side of the Southeast Quarter of the Northwest Quarter of Section 32, Township 7 North, Range 6 West, Grant Township, Greene County, Indiana.

Also, 6 ½ acres in a strip of equal width off of the entire east side of the Southwest Quarter of the Northwest Quarter of Section 32, Township 7 North, Range 6 West, Grant Township, Greene County, Indiana.



Also, a roadway twenty-five feet wide off of the entire south side of a 33 ½ acre tract off of the entire west side of the Southwest Quarter of the Northwest Quarter of Section 32, Township 7 North, Range 6 West, Grant Township, Greene County, Indiana.

Subject to an Oil and Gas Lease from Patricia A. Hauck to Western Land Services, Inc., dated April 23, 1997, and recorded July 23, 1997, in Oil and Gas Record 60, pages 1098-1100, which lease was assigned to Jordan Exploration company, LLC, by assignment of Oil and Gas Leases dated March 24, 1998, and recorded November 6, 2000, in Oil and Gas Record 62, pages 64-66 and thereafter assigned by Jordan Exploration Company, LLC, to Aurora Energy Limited by assignment dated as of October 1, 1998, and recorded November 9, 1998, in Oil and Gas Record 61, pages 921-928, all in the office of the Recorder of Greene County, Indiana.

Subject to the reservation of title to the minerals underlying the above described real estate for a period of 10 years from the date of the Warranty Deed dated September 9, 2002, and recorded on September 16, 2002, in Deed Record 317, page 1141, in the office of the Recorder of Greene County, Indiana, and at the end of such 10 year period, all interest in the minerals, including but not limited to the right to receive royalties under the above referenced Oil and Gas Lease, shall vest in the grantees herein, or their successors or assigns, as the case may be.

to have and to hold the real estate with the appurtenances attached thereto upon the trusts and for the uses and purposes stated herein and in the trust agreement.

Full power and authority is hereby granted to the Trustee with respect to the real estate or any part or parts of it, and at any time or times to: subdivide and re-subdivide; dedicate parks, streets, highways or alleys; vacate any subdivision or part thereof; contract to sell; grant options to purchase; sell and convey on any terms, with or without consideration; convey to a successor or successors in trust; grant to each successor or successors all of the title, estate powers and authorities vested in the Trustee; donate; dedicate; mortgage, pledge or otherwise encumber it; execute leases in possession or reversion, to commence in the present or in the future on any terms and for any period of time; renew or extend leases upon any terms and for any periods of time; amend, change or modify leases; contract to execute leases; grant options to lease and options to renew leases; grant options to purchase the whole or any part of the reversion; contract with respect to the manner of fixing the amount of present or future rentals; partition or exchange it for other real or personal property; grant easements or charges of any kind; release, convey or assign any right, title or interest in or about or easement appurtenant to it; and to deal with in every way and for such other considerations as would be lawful for any person owning it even though different from the ways above specified.

In no case shall any party dealing with the Trustee in relation to the real estate or to whom it or any part shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the trust property or be obliged to see that the terms of the trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the trust agreement. Every deed, trust deed, mortgage, lease or other instrument executed by the Trustee in relation to the trust property shall be conclusive evidence in favor of every person relying on or claiming under any such conveyance, or other instrument, that: (a) at the time of delivery thereof the trust created hereby and by the trust agreement was in full force and effect; (b) such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained herein and in the trust agreement and any amendment thereof and is binding on all beneficiaries; (c) the Trustee was duly authorized to execute and deliver every deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made by or to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate rights, powers, authorities, duties and obligations of the trust.

The undersigned hereby represent that this real estate is not "property" as defined in Indiana Code 13-11-2-174, and is not, and has not been, used as a landfill or dump, and contains no non-exempted underground storage tanks nor toxic waste nor hazardous waste or materials, nor environmental defects as defined by Indiana or federal environmental laws and regulations, and that, consequently, no disclosure statement under Indiana Code 13-25-3-1, *et seq.* (Indiana Responsible Property Transfer Law), is required for this transaction.

Freddy J. Alsman is the trustee of the Freddy J. Alsman Trust. Any person may rely upon statements and representations made to such person by Freddy J. Alsman when transacting with such trustee of the Freddy J. Alsman Trust or any succeeding trust. Persons transacting with the trustees may deliver assets to the trustees in trust without liability or responsibility to ensure as to the proper application, use, or management of such assets by the trustees. Any assets delivered to the trustees in trust should be delivered, registered, or titled, as the case may be, in the names of the person or persons then serving as trustees of the Freddy J. Alsman Trust. It shall be adequate for any one of the trustees to sign, deliver, or receive documents or assets of the Freddy J. Alsman Trust, independently, and without co-signature, co-delivery, or co-receipt of such documents or assets by all or more than one of the trustees.

In Witness Whereof, the said Freddy J. Alsmann and Rosemary Alsmann have hereunto set their hands and seals, this 17<sup>th</sup> day of December, 2002.

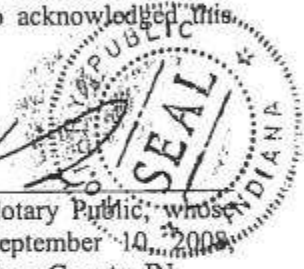
Freddy J. Alsmann  
Freddy J. Alsmann

Rosemary Alsmann  
Rosemary Alsmann

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF SULLIVAN )

Before me, a Notary Public in and for said County and State, this 17<sup>th</sup> day of December, 2002, personally appeared Freddy J. Alsmann and Rosemary Alsmann who, having been first duly sworn, stated that the representations contained herein are true and who acknowledged this conveyance to be their voluntary act and deed.

Jeff R. Hawkins  
Jeff R. Hawkins, as Notary Public, whose  
commission expires September 10, 2008,  
and who resides in Sullivan County, IN



Please mail tax statements to Freddy J. Alsmann, 2278 South County Road 750 East Dugger, Indiana 47848.

This Trust Deed was prepared by Jeff R. Hawkins, a member of the law firm of HAWKINS & HAWKINS LLC, whose address is 999 North Section Street, Post Office Box 382, Sullivan, Indiana 47882-0382, whose telephone numbers are 812-268-8777 and 812-847-7000, whose fax number is 812-268-8838, whose E-Mail address is JEFF@JHAWKINSLAW.COM, and whose website is www.JHawkinsLaw.com



