HART FARMLAND AUCTION 1984 THURSDAY, NOVEMBER 16TH, 2023 AT 6PM Acres Offered in 2 Tracts and as a Whole

PROPERTY INFORMATION PACKET

SELLERS: Gene Eldon Hart Revocable Living Trust & Etta Louise Hart Irrevocable Credit Shelter Trust

Located at 8252 E 750 S. Union City, IN 47390 Located at 386 OH 502 Union City, OH 45309







#AU2018000016 & #AU12300033





Auction Manager: Grant Bussey 937.564.6250 BusseyBros.Hibid.com

DISCLAIMER

This information booklet includes information obtained or derived from third-party sources. Although believed to be accurate and from reliable sources, such information is subject to verification and is not intended as a substitute for a prospective buyer's independent review and investigation of the property. Prospective buyers are responsible for completing their own due diligence. THIS PROPERTY IS OFFERED "AS IS, WHERE IS". NO WARRANTY OR REPRESENTATION, STATED OR IMPLIED, IS MADE CONCERNING THE PROPERTIES. Without limiting the foregoing, Owner and Auction Company and their respective agents and representatives, assume no liability for (and disclaim any and all promises, representations and warranties with respect to) the information and reports contained herein.

TERMS AND CONDITIONS

PROCEDURE: The property will be offered in 2 individual tracts, or as a whole 198± acre unit (consisting of 2 parcels) **EVIDENCE OF TITLE:** The Seller will provide a Preliminary Title Report for the review of the prospective buyer(s). If Buyer(s) elect to have title insurance, the entire cost of the owner's title insurance will be the responsibility of the Buyer(s). The seller agrees to provide merchantable title to the property subject to matters of record. All tracts sold "As-Is". **MULTI-PARCEL AUCTION:** The auction will be offered in various amalgamations, including as individual parcels or lots, combinations of parcels or lots, & all parcels or lots as a whole.

FAIR HOUSING: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code & the Federal Fair Housing Law 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, because of race, color, religion, sex, familial status, as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. Fair housing Statement: It is policy of the Indiana Civil Rights Commission to provide for fair housing throughout the state of Indiana. No person shall be subjected to discrimination because of race, color, religion, sex, handicap, familial status, or national origin in the sale, rental, or advertising of a dwelling, in the provision of brokerage services, or in the availability of a residential real estate related transaction. It is also illegal for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes. DOWN PAYMENT: 10% down payment on the day of auction. The down payment may be made in the form of a cashier's check, personal check or corporate check. YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, so be sure you have arranged financing, if needed, & are capable of paying cash at closing.

ACCEPTANCE OF BID PRICE: The successful bidder(s) will be required to enter into a Purchase Agreement at the auction site immediately following the close of the auction. The final bid price is subject to the Seller's acceptance or rejection.

CLOSING: The targeted closing date will be approx. 30 days after the auction or before.

POSSESSION: Possession of Tracts 1 is at closing (exempting grain bins, they are in use until June 2024) is subject to an existing lease between Seller(s) & Tenant Farmer. Possession of Tract 2 is at closing (renters in home will be allowed time for removal or option to renew with buyer).

REAL ESTATÉ TAXES: Prorated to the date of closing. **PROPERTY INSPECTION:** Each potential Bidder is responsible for conducting, at their own risk, their own independent inspections, investigations, inquiries & due diligence concerning the property. The inspection date has been scheduled & will be staffed w/ auction personnel. Further, Seller disclaims any & all responsibility for Bidder's safety during any physical inspection of the property. No party shall be deemed an invitee of the property by virtue of the offering of the property for sale.

ACREAGE: All acreages, dimensions & proposed boundaries are approx. & have been estimated based on current legal description and/or aerial photos.

SURVEY: Any need for a new survey shall be determined solely by the Seller. Buyer shall pay 50% of survey fees associated w/ their purchased tract(s).

AGENCY: Bussey Bros. Auctioneers & EB Real Estate its representatives are exclusive agents of the Seller. DISCLAIMER & ABSENCE OF WARRANTIES: All info contained in this brochure & all related materials are subject to the terms & conditions outlined in the Purchase Agreement. The property is being sold on an "AS IS, WHERE IS" basis, & no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. All sketches & dimensions in the brochure are approx. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries & due diligence concerning the property. The info contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors or omissions is assumed by the Seller or the Auction Company. The conduct of the auction & increments of bidding are at the direction & discretion of the Auctioneer. The Seller & Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the Auctioneer are final. ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.

TERMS & CONDITIONS ACKNOWLEDGMENT



ACKNOWLEDGEMENT OF TERMS &

CONDITIONS



Bussey Bros. Auctioneers

affiliate of EB Real Estate

The following is a summary of the Terms and Conditions for this Onsite auction for real estate situated at: <u>386</u> <u>OH 502 Union City, OH 45309</u> & <u>8252 E 750 S. Union City, IN 47390</u> (Property"), being sold on <u>THURS.</u> <u>NOV. 16th, 2023</u> (the "Auction").

The undersigned Bidder agrees to abide by the Terms and Conditions of the live auction and will execute the real estate purchase agreement. If you have not read and reviewed the Terms and Conditions, do not bid. In connection with the Terms and Conditions, and without limiting the same, Bidder understands the following:

A) By placing the high bid and when the bid is accepted, you are contractually obligated to buy the real estate at the price stated as Your bid, Buyer's Premium, fees, and all other applicable Buyer closing costs.

B) Successful Bidder will be required to enter into a purchase agreement and tender an Earnest Money deposit of **10% or \$50,000 (whichever is greater)** by electronic transfer after the end of the auction. Failure to execute the purchase contract and tender the earnest money deposit will be in default.

C) Each Buyer is responsible for conducting their own due diligence on the Property before bidding. D)
 The real estate sells in **AS IS condition**. The Seller is not making any repairs or giving any concessions.
 E) The sale is **NOT CONTINGENT** upon a satisfactory inspection.

- F) The sale is **NOT CONTINGENT** upon the Bidder(s) ability to secure financing. The buyer assumes responsibility for the appraisal gap, if any.
- G) Closing to occur on or before <u>DEC. 15th 2023</u>
- H) Seller will provide and pay for preparation of deed, conveyance fee, and the proration of real estate taxes.
- I) Bidder acknowledges receipt of a copy of the real estate purchase agreement for this Auction.

By Executing this document, Bidder acknowledges receipt of the Terms and Conditions requiring Buyer to purchase the property. Additionally, should the Buyer fail to act in accordance with the Terms and Conditions, Seller, and/or Auctioneer may commence proceedings to recover actual damages, including reasonably attorney's fees in enforcing the same.

BIDDER SIGNATURE DATE

ONSITE BIDDER PRE-REGISTRATION

(Office Use Only)

Bidder#

BIDDER PRE-REGISTRATION FORM THURDAY, NOVEMBER 16, 2023 198<u>+</u> ACRES- DARKE COUNTY OH & RANDOLPH COUNTY IN

For pre-registration, this form must be received at Bussey Bros. Auctioneers 4938 S ST RT 49 Greenville, OH. 45331 Email to grant@busseybros.com or fax to 937-996-0127 no later than Friday November 10,2023. Otherwise, registration available onsite prior to the auction.

BIDDER INFORMATION

Name
Address
City/State/Zip
Telephone: (Res) (Office)
My Interest is in Tract or Tracts #
BANKING INFORMATION
Check to be drawn on: (Bank Name)
City, State, Zip:
Contact:Phone No:
HOW DID YOU HEAR ABOUT THIS AUCTION? Brochure Newspaper Signs Internet Friend Other WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?
DRegular Mail DE-Mail address:
□ Tillable □ Pasture □ Ranch □ Timber □ Recreational □ Building Sites What states are you interested in?
Note: If you will be bidding for a partnership, corporation or other entity, you must bring documentation with you to the auction which authorizes you to bid and sign a Purchase Agreement on behalf of that entity. I hereby agree to comply with terms of this sale including, but not limited to, paying all applicable buyer's premiums, and signing and performing in accordance with the

contract if I am the successful bidder. Bussey Bros. Auctioneers / EB Real Estate represents the Seller in this transaction.

Date:

ONLINE BIDDER PRE-REGISTRATION

Online Auction Bidder Registration

198± Acres • Darke County, Ohio & Randolph County IN

Thursday, November 16th, 2023

This registration form is for the auction listed above only. The person signing this form is personally responsible for any bids placed on the auction site, whether bidding on behalf of their personal account or on behalf of a corporation or other third party. If you are bidding on behalf of a third party, you are responsible for obtaining the necessary documentation authorizing you to bid on behalf of the third party. Bussey Bros. Auctioneers / EB Real Estate will look to the herein registered bidder for performance on any bid placed on this auction if you are the successful high bidder.

As the registered bidder, I hereby agree to the following statements:

1. My name and physical address is as follows:

My phone number is:

2. I have received the Bidder Book for the auction being held on Thursday, November 16, 2023 at 6:00 PM. (EST)

3. I have read the information contained in the Bidder Book as mailed to me or by reading the documents on the website (www.busseybros.com) and understand what I have read.

4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.

5. I understand that Bussey Bros. Auctioneers/ EB Real Estate represent the Seller in this transaction.

6. I am placing a deposit with EB Real Estate. Escrow in the amount of <u>\$50,000.00</u> I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to EB Real Estate. Escrow or via wire transfer to the escrow account of EB Real Estate per the instructions below. I understand that my deposit money will be returned in full via wire transfer within the next (3) business days if I am not the successful high bidder on any tract or combination of tracts.

EB Real Estate 4938 S ST RT 49, Greenville OH 45331. Phone: 844-765-3222 email:

grant@busseybros.com

7. My bank routing number is ______ and bank account number is ______. (This for return of your deposit money).

My bank name, address and phone number is:

Purchase Agreement



REAL ESTATE AUCTION PURCHASE AGREEMENT



THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is made and entered into as of this _____ day of ______, ____, by and between ______ (Seller") and

("Buyers") for the sale and purchase of the Real States described herein, on the terms and conditions hereinafter set forth.

THE PREMISES. The "Real Estate" sold by Seller and purchased by Buyer is the real estate and residence located in <u>Randolph County</u>, Indiana, which was sold pursuant to the <u>HART FARM LAND AUCTION</u> (real estate auction) conducted <u>November 16, 2023</u> ("Auction"), by EB Real Estate/ Bussey Bros. Auctioneers, ("Auctioneer") at: <u>386 ST RT 502 Greenville OH 45331</u>. This Agreement is a standard contract for the purchase of any tract(s) of real property from an Auction.

- 1. <u>PURCHASE PRICE</u>: The total purchase price for the Real Estate shall consist of the bid amount
 - ______("Contract Purchase Price"). a. _____ (Initial) Upon execution hereof by Buyer, the Buyer shall present a deposit of <u>\$ USD</u> () in cash or by personal check, to EB Real Estate (as the "Non-Refundable Down Payment"). For the Real Estate described above, the bid amount for the real estate is <u>\$ minus the \$ USD</u> Non-Refundable Down Payment results in a remaining balance due at closing of <u>\$ USD</u>. Buyer agrees to voluntarily forfeit the entire non-refundable down payment if unable to close on the property pursuit to this Agreement. At which time the Non-Refundable down payment shall be split 60/40 between the Seller and EB Real Estate/Bussey Bros. Auctioneers in favor of the Seller (Seller receives 60%).
 - b. NOTE: There is a separate contract between the Seller & EB Real Estate/ Bussey Bros. Auctioneers for the commission to be paid.
- 2. <u>DEED AND CLOSING</u>: For the purpose of this Agreement, closing shall constitute the delivery of the balance of the Contract Purchase Price by Buyer to Seller and the delivery by Seller to Buyer of a Personal Representative's Deed subject to: public roads, highways; zoning laws, easements and ordinances; real estate taxes and any assessments against the real estate (but which are not yet due and payable). Seller is responsible for the cost of deed preparation, providing good marketable title and taxes ONLY. Buyer is responsible for any remaining closing fees and/or costs involved in securing financing.

Closing shall occur on or before thirty (30) days (________) after the date of this Agreement, at _______ (Place of Closing) or at a time and place **mutually agreeable to both parties**. In the event that Buyer refuses or is unable to close by such deadline, for any reason or no reason, Seller may: (a) work with the Buyer to set a date mutually agreed upon by both parties; (b) terminate this Agreement, in which the entire Deposit shall be forfeited by Buyer, and Seller shall have no further obligation to the Real Estate to Buyer; and/or (c) proceed against Buyer for damages and/or specific performance, in which event Buyer shall pay all attorneys' fees and costs incurred by Seller in relation thereto.

3. <u>**TITLE EVIDENCE**</u>: Seller shall provide Buyer a title commitment showing title to the Real Estate vested in the Seller. Such Title Commitment shall be the sole and complete title evidence provided to Buyer. Buyer acknowledges an opportunity to perform due diligence in relation to the Real Estate prior to the



REAL ESTATE AUCTION PURCHASE AGREEMENT



date hereof. Buyer hereby accepts the Real Estate and all appurtenances thereto "AS IS, WHERE IS, and WITH ALL FAULTS", and in their present condition without any representation, covenant or warranty of Seller or Auction Firm or Representatives (the "Parties") in relation thereto, express, or implied, in fact or in law, and without recourse to Seller or Auction Firm or Representatives as to title, appurtenances, usability, suitability or condition. *Buyer shall pay for all costs attendant to certification of title, whether a Title Certificate or Title Insurance, to the extent that Buyer desires to purchase any title insurance or endorsements in relation thereto, or have exceptions removed there from, Buyer shall pay all costs relation to the same. Buyer shall pay for all recording fees.*

- 4. **TAXES AND ASSESSMENTS**: Seller shall pay taxes and assessments upon the Real Estate through the Closing Date. Buyer assumes and agrees to pay all subsequent taxes and assessments.
- 5. ACCEPTANCE OR PREMISES: Buyer, by its execution hereof, acknowledges each of the recitations set forth in this Section 5. Seller, Seller's Representatives, Auction Firm or Auction Firm Representatives has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, as to, concerning or with respect to: (i) the value, nature, quality or condition of the Real Estate, including, without limitation, the water, soil, and geology; (ii) the income to be derived from the Real Estate; (iii) the suitability of the Real Estate for any and all activities and uses which Buyer may conduct thereon; (iv) the compliance of or by the Real Estate or its operation with any laws, rules, ordinances or regulations or any applicable government authority or body; (v) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Real Estate; (vi) the manner of quality of the construction or materials, if any, incorporated into the Real Estate; (vii) the quality, state of repair or lack of repair of the Real Estate; or (viii) any other matter with respect to the Real Estate. Specifically, but not by way of limitation, Seller, Seller's Representatives, Auction Firm or Auction Firm Representatives has not made, does not make, and specifically disclaims any representations regarding compliance with any environmental protection, pollution or land use laws, rules, regulations, orders, or requirements, including, the disposal or existence, in or on the Real Estate, of any hazardous materials. Buyer has fully inspected the Real Estate or waives their right to do so. The property has been sold AS-IS without any contingencies. The conveyance and delivery of the Real Estate contemplated by this Agreement is "AS IS. "WHERE IS" and "WITH ALL FAULTS". No warranty has arisen through trade, custom or course of dealing with Buyer. Any announcements or descriptions of the Real Estate made at the Auction or any information regarding the Real Estate set forth in any advertisements or materials for the Auction, including but not limited to information regarding acreage, tillable acreage, soil composition, topography, is solely informational in nature, shall not be considered a warranty, and shall not be relied upon by Buyer in any manner. Buyer has made, or does hereby waive: (i) all inspections of the Real Estate to determine its value and condition deemed necessary or appropriate by Buyer, including without limitation, inspections for the presence of asbestos, pesticide residues, underground storage tanks, hazardous waste and other hazardous materials, and (ii) investigations to determine whether any portion of the Real Estate lies within any flood hazard area determined by the U.S. Army Corps of Engineers or other applicable authority. Buyer's inspection of the Real Estate (or wavier thereof) shall relieve the Seller, Seller's Representatives, Auction Firm or Auction Firm Representatives of any liability to Buyer as a result of any environmental hazard on or to the Real Estate, and Buyer shall accept liability thereof, as between Buyer and the Seller, Seller's Representatives, Auction Firm or Auction Firm Representatives, and shall indemnify and hold harmless the Seller, Seller's Representatives,

PURCHASE AGREEMENT (CONT'D)



REAL ESTATE AUCTION PURCHASE AGREEMENT



Auction Firm or Auction Firm Representatives from and against any claims, liabilities, demands or actions incident to, resulting from or in any way arising out of such discovery.

- 6. **<u>RISK OF LOSS</u>**: Risk of loss shall pass to Buyer upon closing.
- 7. **<u>CONDITIONS PRECEDENT</u>**: Other than delivery by Seller of the updated Title Commitment, Buyer acknowledges that there are no conditions precedents to its obligations to perform hereunder.
- 8. **<u>SURVIVAL</u>**: The terms and provisions of Section 8 of this Agreement shall survive the closing of the transaction contemplated by this Agreement and shall not merge into the Personal Representative's Deed. Following the closing, either party shall execute and deliver to the other party, promptly upon request, any and all documents necessary to give effect to the terms of this Agreement.
- 9. <u>TIME IS OF THE ESSENCE</u>: Time is of the essence in this Agreement.

10. MISCELLANEOUS:

- a. This Agreement shall inure to the benefit of and bind the parties hereto and their successors, heirs, and assigns.
- b. This Agreement shall constitute the entire Agreement between the parties.
- c. This Agreement may not be assigned by Buyer without Seller's prior written consent, which consent may be withheld at Seller's sole discretion.
- d. This Agreement may be amended or supplemented only by a written instrument signed by Seller(s), Buyer(s), and the Auctioneer hereto.
- e. This Agreement may be executed in any number of identical counterparts each of which shall be considered an original, but which together shall constitute one and the same Agreement.
- f. The captions or paragraph headings are for convenience and ease of reference only and shall not be construed to limit or alter the terms of this Agreement.
- g. This Agreement shall be governed by the laws of the State of Indiana, without regard to its conflicts of laws doctrine.
- h. In the event any suit, judicial action or proceeding is instituted in connection with this Agreement, the same will be brought in the state courts located in Randolph County, Indiana. The parties waive in all respects any claim that they are not subject personally to the jurisdiction of the above-named court, or that any such suit is brought in an inconvenient forum.
- i. <u>IURY WAVIER</u>. Each party hereto waives trial by jury in any action, proceeding, claim or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this agreement.



REAL ESTATE AUCTION PURCHASE AGREEMENT



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

"Seller (s)"	"Buyer (s)"
Address:	Address:
Home Phone:	Address:
Cell Phone:	Cell Phone:
Email:	Email:

Receipt of funds by AuctioneerThe undersigned hereby acknowledges receipt from Buyer of the Deposit in the amount of <u>\$</u>_____, by _____

[] cash or [] check # _____ [] Other _____ (to be deposited within 24 hours).

Auctioneer

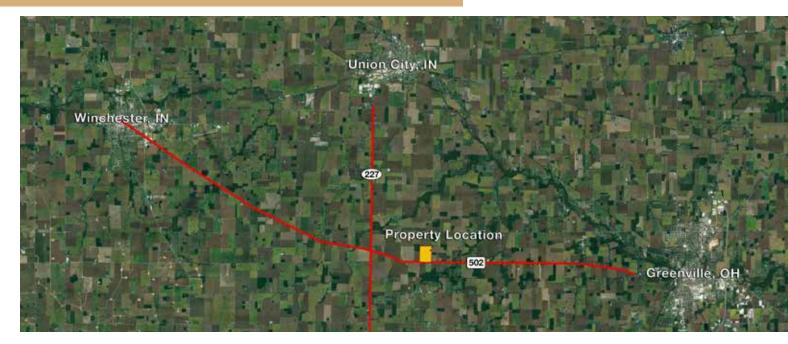
Phone: 844-765-3222

FARM 1: PARCEL MAPS





FARM 1: LOCATION MAP



FARM 1: INFORMATION

TRACT #1: Located at 386 OH 502 Union City, OH 45309- Darke County OH. 118.27+ with house, shop, & grain bins. Property is on the corner of ST RT 502 & Springhill Rd providing excellent road frontage. The farm boasts a 2-bedroom house, living room, 2-bay garage, and an ideal opportunity for a renovation project. The shop spans 80X120, with a 55X80 concrete floor shop and 56X80 equipment storage. 106+ tillable acres with 10 acres of woods in the NW corner. Includes 5 grain bins with 50,000 bushels of storage & dryer. This property has been in the Hart family for over a century, don't miss this lifetime opportunity to buy a nice country farm. Located just 1 mile from the Ohio-Indiana line and just ten minutes from Greenville, this farm is located in the heart of the Midwest with some of the most productive farmland. Easy access to nearby grain facilities, and soil types like Miamian & Crosby. Current farm lease expires 2023, buyer will have farming rights for 2024









Auction Manager: Grant Bussey 937.564.6250 BusseyBros.Hibid.com #AU2018000016 & AU12300033

FARM 1: TAX CARD INFORMATION

24

D2

34 D1

8 24 8

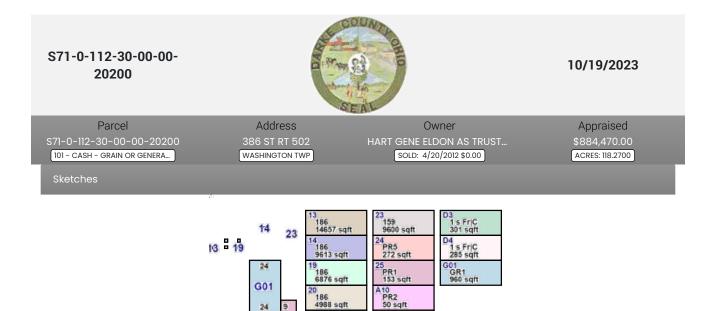
A10

15 D4

21

186 4988 sqft

22 186 5067 sqft



D1 2 s Br|1/2B 680 sqft

D2 1 s Br/C 192 sqft

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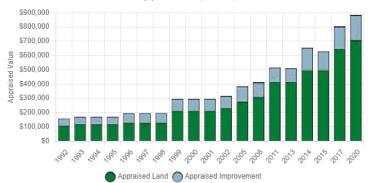
Parcel	S71-0-112-30-00-00-20200
Owner	HART GENE ELDON AS TRUSTEE OF THE GENE ELDON HART REVOCABLE LIVING TRUST & HART ETTA LOUISE IRREVOCABLE CREDIT SHELTER TRUST
Address	386 ST RT 502
Municipality	UNINCORPORATED
Township	WASHINGTON TWP
School District	MISSISSINAWA VALLEY LSD

Deeded Owner Address	
Mailing Name	HART GENE ELDON AS TRUSTEE OF THE GENE ELDON HART REVOCABLE LIVING TRUST & HART ETTA LOUISE IRREVOCABLE CREDIT SHELTER TRUST
Mailing Address	386 ST RT 502
City, State, Zip	UNION CITY OH 45390

Tax Payer Address	
Mailing Name	HART GENE ELDON
Mailing Address	386 STATE ROUTE 502
City, State, Zip	UNION CITY OH 45390

	Арр	raised (100%)	Assessed (35%)			
Year	Land (CAUV)	Improvements	Total	Land (CAUV)	Improvements	Total
2020	\$707,920.00 (\$148,000.00 ₪)	\$176,550.00	\$884,470.00	\$247,770.00 (\$51,800.00 ₪)	\$61,790.00	\$113,590.00
2017	\$650,290.00 (\$251,980.00 ₪)	\$153,520.00	\$803,810.00	\$227,600.00 (\$88,190.00 ₪)	\$53,730.00	\$141,920.00
2015	\$500,430.00 (\$349,690.00 \)	\$129,200.00	\$629,630.00	\$175,150.00 (\$122,390.00 ₪)	\$45,220.00	\$167,610.00
2014	\$500,430.00 (\$349,690.00 \)	\$154,900.00	\$655,330.00	\$175,150.00 (\$122,390.00 ₪)	\$54,220.00	\$176,610.00
2013	\$418,950.00 (\$149,870.00 ₪)	\$91,900.00	\$510,850.00	\$146,630.00 (\$52,450.00 ₪)	\$32,170.00	\$84,620.00
2011	\$418,950.00 (\$149,870.00 🔪)	\$97,800.00	\$516,750.00	\$146,630.00 (\$52,450.00 🐚)	\$34,230.00	\$86,680.00

Historic Appraised (100%) Values



Current Abatements And/Or Exemptions

No Abatement or Exemption Record Found.

Legal			
Legal Acres	118.2700	Homestead Reduction	Ν
Legal Description	SE1/4 EX W1/2 W1/2 & SM TR	Owner Occupied	Ν
Land Use	101 - Cash - grain or gener	Foreclosure	Ν
Neighborhood	00603	Board of Revision	Ν
Card Count	1	New Construction	Ν
Tax Lien	Ν	Lender ID	0
Annual Tax	\$4,152.08	Divided Property	Ν

FARM 1: TAX CARD INFORMATION (CONT'D)

Residentic

Dwelling 1

Number Of Stories	2.0	Exterior Wall	FRWMAS
Style	Colonial	Heating	Heat
Year Built	1846	Cooling	Central/Heat Pump/Geo Thermal
Year Remodeled	1986	Basement	Pt Bsmt/Pt Crawl
Number of Rooms	6	Attic	None
Number of Bedrooms	2	Finished Living Area	2,138 sqft
Number of Full Baths	1	First Floor Area	1,458 sqft
Number of Half Baths	0	Upper Floor Area	680 sqft
Number of Family Rooms	0	Half Floor Area	0 sqft
Number of Dining Rooms	0	Finished Basement Area	0 sqft
Number of Basement Garages	0	Total Basement Area	340 sqft
Grade	C 00	Fireplace Openings	0
Grade Adjustment	1.00	Fireplace Stacks	0
Condition	AV AV	Other Fixtures	0

Additions

Code	Description	Card	Base Area	Year Built	Appraised Value (100%)
GR1	Garage Frame	1	960	0	\$19,570.00
PR5	Portico	1	272	0	\$8,020.00
PR2	Porch Frame - Enclosed	1	50	0	\$3,530.00
PRI	Porch Frame - Open	1	153	0	\$3,530.00

Totals

\$34,650.00

Agricultural						
Land Type	Soil	Acres	Base Rate	Unit Rate	Adj. Rate	CAUV Value (100%)
C - Crop	MMB	36.4370	\$1,060.00	\$1,060.00	\$1,060.00	\$38,620.00
Totals		117.270				\$131,700.00

Land Type	Soil	Acres	Base Rate	Unit Rate	Adj. Rate	CAUV Value (100%)
C - Crop	CRB	35.1620	\$1,130.00	\$1,130.00	\$1,130.00	\$39,730.00
C – Crop	CEB	12.3780	\$1,120.00	\$1,120.00	\$1,120.00	\$13,860.00
W - Forestry Credit	CRA	9.5350	\$230.00	\$230.00	\$230.00	\$2,190.00
C – Crop	TR	7.8980	\$2,070.00	\$2,070.00	\$2,070.00	\$16,350.00
C – Crop	CRA	7.7580	\$1,370.00	\$1,370.00	\$1,370.00	\$10,630.00
C – Crop	BR	4.9030	\$2,070.00	\$2,070.00	\$2,070.00	\$10,150.00
R - R	ROAD	2.4270	\$0.00	\$0.00	\$0.00	\$0.00
W - Forestry Credit	CRB	0.6700	\$230.00	\$230.00	\$230.00	\$150.00
W - Forestry Credit	CEB	0.1020	\$230.00	\$230.00	\$230.00	\$20.00
Totals		117.270				\$131,700.00

Commercia

No Commercial Building Records Found.

Sales

Date	Buyer	Seller	Conveyance Number	Deed Type	Deed	Book/Page	Valid	Parcels In Sale	Amount
4/20/2012	HART GENE ELDON AS TRUSTEE OF THE GENE ELDON HART REVOCABLE LIVING TRUST & HART ETTA LOUISE IRREVOCABLE CREDIT SHELTER TRUST	HART GENE ELDON & HART ETTA LOUISE IRREVOCABLE CREDIT SHELTER TRUST	258EX	EX-ALL EXEMPT TRANSFERS	452 1918	452/1918	NO	1	\$0.00
4/20/2012	HART GENE ELDON & HART ETTA LOUISE IRREVOCABLE CREDIT SHELTER TRUST	HART GENE ELDON TRUSTEE OF THE HART FAMILY REVOCABLE TRUST & THE ETTA LOUISE HART IRREVOCABLE CREDIT SHELTER TRUST	257EX	EX-ALL EXEMPT TRANSFERS	452 1915	452/1915	NO	1	\$0.00
8/19/2011	HART GENE ELDON TRUSTEE OF THE HART FAMILY REVOCABLE TRUST & THE ETTA LOUISE HART IRREVOCABLE CREDIT SHELTER TRUST	HART GENE ELDON & @(4)	639EX	EX-ALL EXEMPT TRANSFERS	444 2581	444/2581	NO	1	\$0.00
6/25/2003	HART GENE ELDON &	REVOCABLE LIVING TRUST	90551	Unknown	327 742	/	NO	1	\$0.00

FARM 1: TAX CARD INFORMATION (CONT'D)

			Conveyance	Deed				Parcels	
Date	Buyer	Seller	Number	Туре	Deed	Book/Page	Valid	In Sale	Amount
6/25/2003	REVOCABLE LIVING TRUST	OF THE HART FAMILY	90551	Unknown	327 742	1	NO	1	\$0.00
6/25/2003	OF THE HART FAMILY	ETTA LOUISE HART TRUSTEES	90551	Unknown	327 742	/	NO	1	\$0.00
6/25/2003	ETTA LOUISE HART TRUSTEES	HART GENE E	90551	Unknown	327 742	/	NO	1	\$0.00
10/21/1996	HART GENE E		827	Unknown	653 220	/	UNKNOWN	0	\$0.00
11/11/1900		Unknown	0	Unknown	429 306	1	UNKNOWN	0	\$0.00

Land

Land Type	Acres	Actual Frontage	Effective Frontage	Depth	Depth Factor	Base Rate	Unit Rate	Adj. Rate	Appraised Value (100%)
A5 - Tillable	106.2700	0	0	0	100%	\$6,000.00	\$6,000.00	\$6,000.00	\$637,620.00
A8 - Woodland	9.0000	0	0	0	100%	\$6,000.00	\$6,000.00	\$6,000.00	\$54,000.00
A0 - Row	2.0000	0	0	0	0%	\$0.00	\$0.00	\$0.00	\$0.00
AH - Homesite	1.0000	0	0	0	100%	\$16,300.00	\$16,300.00	\$16,300.00	\$16,300.00
Totals	118.2700								\$707,920.00

Improvements

Description	Card	Segment ID	Size (LxW)	Area	Condition	Year Built	Appraised Value (100%)
Mtl / Fr Pole Barn Enclos/Slab	1	23	80x120	9,600	AV AV	2013	\$82,000.00
Steel Grain Bin W/O Dryer	1	22	24x14	5,067	AV AV	1979	\$0.00
Steel Grain Bin W/O Dryer	1	13	36x18	14,657	AV AV	1995	\$0.00
Steel Grain Bin W/O Dryer	1	14	30x17	9,613	AV AV	2004	\$0.00
Steel Grain Bin W/O Dryer	1	21	21x18	4,988	AV AV	1974	\$0.00
Steel Grain Bin W/O Dryer	1	20	21x18	4,988	AV AV	1973	\$0.00
Steel Grain Bin W/O Dryer	1	19	24x19	6,876	AV AV	1970	\$0.00

Totals

Тах

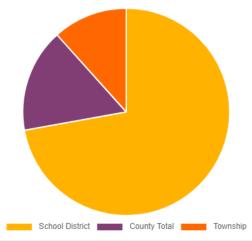
2022 Payable 2023

	Delinquency	First Half	Second Half	Year Total
CHARGE	\$0.00	\$2,585.88	\$2,585.88	\$5,171.76
ADJUSTMENT		\$0.00	\$0.00	\$0.00
REDUCTION		-\$314.97	-\$314.97	-\$629.94
NON-BUSINESS CREDIT		-\$194.87	-\$194.87	-\$389.74
OWNER OCCUPANCY CREDIT		\$0.00	\$0.00	\$0.00
HOMESTEAD		\$0.00	\$0.00	\$0.00
SALES CREDIT		\$0.00	\$0.00	\$0.00
NET TAX	\$0.00	\$2,076.04	\$2,076.04	\$4,152.08
CAUV RECOUPMENT	\$0.00	\$0.00	\$0.00	\$0.00
SPECIAL ASSESSMENTS	\$0.00	\$0.00	\$0.00	\$0.00
PENALTY / INTEREST	\$0.00	\$0.00	\$0.00	\$0.00
NET OWED	\$0.00	\$2,076.04	\$2,076.04	\$4,152.08
NET PAID	\$0.00	-\$2,076.04	-\$2,076.04	-\$4,152.08
NET DUE	\$0.00	\$0.00	\$0.00	\$0.00
TAX RATE: 45.530000			ESCROW	\$0.00
EFFECTIVE TAX RATE: 39.984200			SURPLUS	\$0.00

Tax Payment

Payment Date	Cycle	Prior Paid	First Half Paid	Second Half Paid	Surplus Paid	Receipt Number
6/28/2023	2-22	\$0.00	\$0.00	\$2,076.04	\$0.00	0628EMS2-06282023-11-1
2/13/2023	1-22	\$0.00	\$2,076.04	\$0.00	\$0.00	0213MMM6-02132023-97-1
7/7/2022	2-21	\$0.00	\$0.00	\$1,934.96	\$0.00	0707EMS7-07072022-62-1
2/22/2022	1-21	\$0.00	\$1,934.96	\$0.00	\$0.00	0222MMM5-02222022-62-1
6/23/2021	2-20	\$0.00	\$0.00	\$1,866.97	\$0.00	0623EMS3-06232021-106-1
2/5/2021	1-20	\$0.00	\$1,866.97	\$0.00	\$0.00	0205SJZ3-02052021-118-1
7/15/2020	2-19	\$0.00	\$0.00	\$2,225.45	\$0.00	0715EMS1-07152020-73-1
2/5/2020	1-19	\$0.00	\$2,225.45	\$0.00	\$0.00	0205SAD4-02052020-199-1

FARM 1: TAX CARD INFORMATION (CONT'D)



Levy Name	Amount	Percentage
School District	\$2,996.14	72.16%
Township	\$484.40	11.67%
County Total	\$671.54	16.17%
Totals	\$4,152.08	100%

BUSSEY BROS. AUCTIONEERS 844-SOLD-BBA / EB REAL ESTATE

FARM 1: SOIL INFORMATION



Summary

118.3 acres, 1 selection

Darke, OH • Township: Washington • Location: 30-12N-1E

Acres

118.3

Overview

Selection

Parcel ID Number S71-0-112-30-00-00-2 0200 **Owner** GENE ELDON HART



Soils



	Code	Soil Description	Acres	% of Field	Non-IRR Class	NCCPI
	MmB	Miamian silt loam, 2 to 6 percent slopes	37.2	31.4%	2e	74
•	CrB	Crosby silt loam, Southern Ohio Till Plain, 2 to 6 percent slopes	36.7	31.0%	2e	67
•	CrA	Crosby silt loam, Southern Ohio Till Plain, 0 to 2 percent slopes	17.7	15.0%	2w	68
	CeB	Celina silt loam, 2 to 6 percent slopes	13.7	11.6%	2e	72



FARM 1: SOIL INFORMATION (CONT'D)



Flood (FEMA Report)

Darke, OH • Township: Washington • Location: 30-12N-1E

118.3 acres, 1 selection



Flood Hazard Zone	% of Selection	Acres
• 100 Year Flood Zone (1% annual chance of flooding)	0.0%	0.0
• 500 Year Flood Zone (0.2% annual chance of flooding)	0.0%	0.0
Regulatory Floodway	0.0%	0.0
O No Flood Hazard Zone	100.0%	117.1
Wetlands	% of Selection	Acres
Assorted Wetlands	3.9%	4.6



Bussey Bros. Auctioneers Flood (FEMA Report) • Page 10



FSA Overview

Darke, OH • Township: Washington • Location: 30-12N-1E



CL	U	Acres
1		103.9
2		10.5
3	2	2.2

FARM 1: SOIL INFORMATION (CONT'D)



Historical Imagery

118.3 acres, 1 selection

Darke, OH · Township: Washington · Location: 30-12N-1E

2021



2017







2019



2015









Overview

Darke, OH • Township: Washington • Location: 30-12N-1E



	Acres 118.3	Parcel ID Number S71-0-112-30-00-00-2 0200	386 Stat	Address e Road 502 ty, OH 45390-8804
	Owner 1 GENE ELDON HART	Owner 2 GENE THE		ddress e Road 502 ty, OH 45390-8804
Total Assessed Value \$309,560	Assessed Land Value \$247,770	Assessed Improvemei \$61,790	nt Value	Assessed Year 2022
County Use Description —	Legal Description SE1/4 EX W1/2 W1/2 8	sm tr		

acres www.acres.com

FARM 1: SOIL INFORMATION (CONT'D)



Soils





	Code	Soil Description	Acres	% of Field	Non-IRR Class	NCCPI
•	MmB	Miamian silt loam, 2 to 6 percent slopes	36.8	31.4%	2e	74
•	CrB	Crosby silt loam, Southern Ohio Till Plain, 2 to 6 percent slopes	36.3	31.0%	2e	67
•	CrA	Crosby silt loam, Southern Ohio Till Plain, 0 to 2 percent slopes	17.5	15.0%	2w	68
	CeB	Celina silt loam, 2 to 6 percent slopes	13.6	11.6%	2e	72



Soils

Darke, OH	Township:	Washington	 Location: 	30-12N-1E
-----------	-----------	------------	-------------------------------	-----------

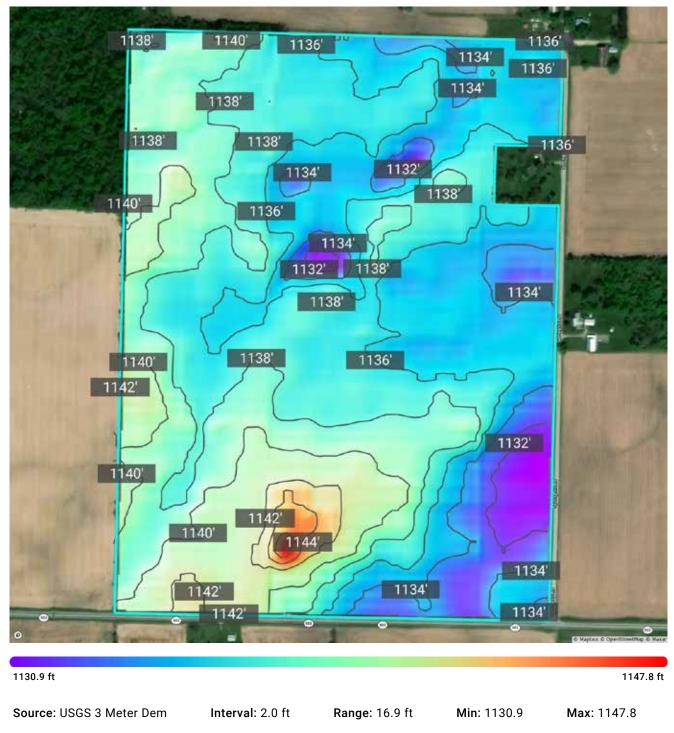
	Code	Soil Description	Acres	% of Field	Non-IRR Class	NCCPI
•	Tr	Treaty silty clay loam, 0 to 1 percent slopes	8.0	6.8%	2w	81
•	Br	Brookston silty clay loam, fine texture, 0 to 2 percent slopes	4.9	4.2%	2w	70
				w	eighted Average	71.0

FARM 1: SOIL INFORMATION (CONT'D)



Elevation







Crop History

118.3 acres, 1 selection

Darke, OH • Township: Washington • Location: 30-12N-1E

2022



2020



















FARM 1: SOIL INFORMATION (CONT'D)

Crop History

Darke, OH • Township: Washington • Location: 30-12N-1E

All Selections	0	0	0	0	0	0
Сгор	2022	2021	2020	2019	2018	2017
Soybeans	17.4%	65.6%	20.4%	68.0%	21.1%	73.0%
– Corn	64.9%	17.2%	61.9%	13.2%	60.1%	7.9%
Deciduous Forest	10.0%	9.8%	10.5%	10.5%	10.1%	10.3%
Developed/Open Space	6.5%	6.2%	6.9%	6.9%	8.2%	8.6%
• Other	1.2%	1.2%	0.3%	1.4%	0.3%	0.2%



Vegetation Index (NDVI)

118.3 acres, 1 selection

Darke, OH • Township: Washington • Location: 30-12N-1E

2022



2020







0 (unhealthy)

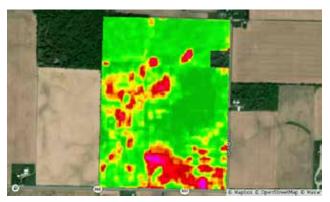












100 (healthy)

FARM 1: SOIL INFORMATION (CONT'D)



Vegetation Index (NDVI)

Darke, OH • Township: Washington • L	ocation: 30-1:	2N-1E			118.3 a	cres, 1 selection
Year	2022	2021	2020	2019	2018	2017
Standard Deviation	4	4	4	0	5	8
Mean	90	91	92	100	83	78
Min	45	41	45	100	43	32
Max	96	98	97	100	87	87

FARM 1: NOTES

FARM 1: NOTES

—

FARM 2: PARCEL MAPS





FARM 2: LOCATION MAP



FARM 2: INFORMATION

TRACT#2: Located at 8252 E 750 S. Union City, IN 47390-Randolph County, IN. 80+ Acres with homesite. 58+ tillable acres with 2 woods & creek through property. Here is a tremendous opportunity for hunting & tillable land. Located on 227 & E750S this farm has also been in the Hart family for over a century. Renters occupy house & buildings, their staying or moving will be at the will of the purchaser. Current farm lease expires 2023, buyer will have farming rights for 2024







BUSSEY BROS. AUCTIONEERS 844-SOLD-BBA / EB REAL ESTATE

FARM 2: TAX CARD INFORMATION

Hart, Gene Eldon as Trustee-Etta Louis 04/19/2012 Hart, Gene Eldon as Tr

Date

Owner

04/19/2012 Hart, Gene Eldon 1/2

08/18/2011 Hart, Gene Eldon & Ett

06/20/2003 Hart, Gene Eldon & Ett

01/01/1900 HART, GENE E & ETT

Hart, Gene Eldon as Trustee Gen 8252 E 750 S

Ownership

Hart, Gene Eldon as Trustee Gene Eld

386 St Rt 502

Union City, OH 45390

Legal Pt Sw & Pt Se Nw 13-16-1 80 A

68-20-13-200-009.000-005

General Information Parcel Number 68-20-13-200-009.000-005 Local Parcel Number 003-00218-00 Tax ID:

Routing Number 005 012 017.00 Pr Ca

Property Class 101 Cash Grain/General Farm									Agricu	tural				ag dw
Year: 2023					Vork In P	rogress valu	ies are n	ot certifie	d values and a	e subj	ect to cl	hange)		1/1 Up
		2023	3 Ass	sessment Year	r	2023		2023	2022		20	022	2021	1/1
Location Information		WI	P Rea	ason For Chan	ige	GenReval	G	GenReval	GenReval		GenRe	val	GenReval	Re
County	C	4/12/2023	3 As	Of Date		04/12/2023	04	/11/2023	06/29/2022		01/01/20	022	01/01/2021	dw T2
Randolph	Indian	a Cost Mo	d Val	uation Method	l India	ana Cost Mod	Indiana C	Cost Mod	Indiana Cost Mod	Indiar	na Cost N	lod India	ina Cost Mod	
Township		1.0000	0 Eq u	ualization Fact	or	1.0000		1.0000	1.0000		1.00	000	1.0000	
GREENSFORK TOWNSHIP			Not	ice Required					~]		
District 005 (Local 003)		\$147,50				\$147,500	\$	147,500	\$119,100		\$119,1	00	\$107,100	
GREENSFORK TOWNSHIP		\$12,100		nd Res (1)		\$12,100		\$12,100	\$12,100		\$12,1		\$15,100	
School Corp 6805		\$135,400 \$0		nd Non Res (2 nd Non Res (3		\$135,400 \$0	\$	135,400 \$0	\$107,000 \$0		\$107,0	00 \$0	\$92,000 \$0	
RANDOLPH SOUTHERN		\$60,20		provement)	\$60,200		\$62,900	\$63,700		\$63,7		\$41,900	
Neighborhood 30103-005		\$29,700		p Res (1)		\$29,700		\$29,700	\$30,100		\$30,1		\$25,500	
Greensfork Res/Ag		\$0		p Non Res (2)		\$0		\$0	\$0			\$0	\$0	
Section/Plat		\$30,500		p Non Res (3)		\$30,500		\$33,200	\$33,600		\$33,6		\$16,400	
0013		\$207,700 \$41,800		al otal Res (1)		\$207,700 \$41,800		210,400 \$41,800	\$182,800 \$42,200		\$182,8 \$42,2		\$149,000 \$40,600	
Location Address (1)		\$135,400		tal Non Res (2)	\$135,400		135,400	\$107,000		\$107,0		\$92,000	С
8252 E 750 S		\$30,500		tal Non Res (3		\$30,500		\$33,200	\$33,600		\$33,6		\$16,400	A
UNION CITY, IN 47390				Land Data (S	standard	Depth: Res	175', CI 1	75' Bas	e Lot: Res 0' X	0', CI 0	' X 0')			D
		Pricing		Act	Size	Factor	Rate	A	dj. Ext.			Market	Value	Pa
Zoning	Туре	Method	ID	Front.	Size	Factor	Rale	Ra	te Value	%	Elig %	Factor	value	81
	9	Α		0	1.0000	1.00	\$12,100	\$12,1	00 \$12,100	0%	100%	1.0000	\$12,100	82
Subdivision	4	А	FCA	0	29.1498	1.06	\$1,900	\$2,0	14 \$58,708	0%	0%	1.0000	\$58,710	83
	4	A	TR	0	28.1994	1.28	\$1,900	\$2,4	32 \$68,581	0%	0%	1.0000	\$68,580	9
Lot	6	A	FCA	0	9.2975	1.06	\$1,900	\$2,0	14 \$18,725	-80%	0%	1.0000	\$3,750	91
	6	A	PN	0	2.8972	1.28	\$1,900	\$2,4	32 \$7,046	-80%	0%	1.0000	\$1,410	Т
Market Model	6	A	TR	0	4.6292	1.28	\$1,900	\$2,4	32 \$11,258	-80%	0%	1.0000	\$2,250	Fa
30103-005 - Residential	6	A	MOB2	0	0.1487	0.89	\$1,900	\$1,6	91 \$251	-80%	0%	1.0000	\$50	M
Characteristics	71	А	FCA	0	0.5840	1.06	\$1,900	\$2,0				1.0000	\$710	A١
Topography Flood Hazard	81	A	DITCH		1.6695	1.00	\$1,900	\$1,9			0%	1.0000	\$00	Va
Rolling	82	A	ROAD	0	2.4247	1.00	\$1,900	\$1,9				1.0000	\$00	С
Public Utilities ERA	02	A	RUAD	0	2.4247	1.00	\$1,900	\$1,9	00 \$4,007	-100%	076	1.0000	\$00	F
Electricity														H
Streets or Roads TIF														91
Unpaved														S
· .														Si C
Unpaved Neighborhood Life Cycle Stage Static														Si Ci Ci
Neighborhood Life Cycle Stage		Source				05/01/2019	LB		Appraise			MD		C



Auction Manager: Grant Bussey 937.564.6250 BusseyBros.Hibid.com

#AU2018000016 & AU12300033

Greensfork Res/Ag

1/2

Notes 6/26/2019 RE20: Reassessment 2020 Added Utlshed 8x10. 20 pay 21. (MD 6/26/19) 4/23/2012 OFCP: COMBINED PARCELS COMBINED PARCELS 0030021700 AND 0030021600 TO THIS PARCEL FOR 2008 PAY 2009

\$0 I

101, Cash Grain/General Farm

WD

WD

WD

WD

WD

Doc ID Code Book/Page Adj Sale Price V/I

\$0 1

\$0 1

\$0 T

\$0 I

Transfer of Ownership

4/23/2012 RE13: REASSESSMENT 12 PAY 13 Removed 24 x 30 T21s, Corrected the dimension condition and height of remaining barn. Corrected effective age of dwelling. GC 7/29/2011

1/1/1900 RE16: Reassessment 2016 Jpdated inspection record. SC

1/1/1900 OFCM: MISCELLANEOUS Removed 'override' on the physical depreciation on welling and 21S. 16 pay 17. (KT 04/07/16)

	Land Computa	tions
	Calculated Acreage	80.00
	Actual Frontage	0
	Developer Discount	
е	Parcel Acreage	80.00
	81 Legal Drain NV	1.67
0	82 Public Roads NV	2.42
0	83 UT Towers NV	0.00
0	9 Homesite	1.00
0	91/92 Acres	0.00
0	Total Acres Farmland	74.91
0	Farmland Value	\$135,460
0	Measured Acreage	74.91
0	Avg Farmland Value/Acre	1808
0	Value of Farmland	\$135,430
0	Classified Total	\$0
	Farm / Classifed Value	\$135,400
	Homesite(s) Value	\$12,100
	91/92 Value	\$0
	Supp. Page Land Value	
	CAP 1 Value	\$12,100
	CAP 2 Value	\$135,400
	CAP 3 Value	\$0
	Total Value	\$147,500

FARM 2: TAX CARD INFORMATION

68-20-13-200-009.000	J-005	Hart	, Gene Eldon	n as Tr	ustee	Gen 8	3252 E 7	50 S			101, Cash	Grain/	Gener	al Farm	1 I	Gr	ensfork	Res/Ag	2/
General Inform	ation		Plumbin	g			12201224										Cost Lado	der	
	Single-Fami			#	TF		••							Floo	r Constr		Finish	Value	Tota
	e-Family R 0		l Bath	1	3		2 3							1	1Fr	924	924	\$75,900	
Story Height		-	f Bath	0	0						26			2					
Style	ו 1276 sq	n	chen Sinks	1	1									3					
Finished Area Make	1276 sq	···a	ter Heaters	1	1						(572)			4					
Floor Finisl			d Fixtures	0	0					22	(572)	22		1/4					
		Tota	al	3	5					<i>cc</i>	EFP			1/2					
			_								611			3/4					
	Carpet		Accommoda	ations										Attic		352	352	\$8,700	
	Infinished		drooms		2						26'	-		Bsmt					
	Other		ing Rooms		1						26			Craw	rl	924	0	\$5,600	
Parquet			ing Rooms		0									Slab					
Wall Finish			nily Rooms		0						572							Total Base	\$90,20
	Infinished	Tota	al Rooms		5					22	1s Fr	22'		Adju	stments	1 R	ow Type	Adj. x 1.00	\$90,2
	Dther		Heat Typ	0						~	C			Unfin	Int (-)				:
Fiberboard	,uiei	Line		Je										Ex Li	v Units (+)				:
Fiberboard		неа	at Pump								26			Rec I	Room (+)				:
	Roofi	ng								-	22	- 1		Loft (+)				:
Built-Up V Metal	Asphal	t s	Slate Ti	le										Firep	lace (+)				:
Wood Shingle	Other										(352) A			No H	eating (-)				:
	Exterior F	oturod								16	A Ts Fr	161		A/C (+)				1
Description	Exterior F	atures		N.							C 22			No E	lec (-)				
Description Porch, Enclosed Frame			Area 572	Va	alue \$0						22			Plum	bing (+ / -)		5 -	- 5 = 0 x \$0	
Porch, Enclosed Frame			572		\$0					- 22		- 22		Spec	Plumb (+)				:
								S	pecialty	/ Plumbi	ng			Eleva	ator (+)				
						Descr	ription				Count	Va	alue				Sub-Tota	l, One Unit	\$90,2
																	Sub-To	tal, 1 Units	
														Exter	ior Features	; (+)		\$21,700	\$111,9
														Gara	ges (+) 0 sq	ft		\$0	\$111,9
															Quality	and C	esign Fac	tor (Grade)	0.
																	Locatio	n Multiplier	0.
																	Replace	ment Cost	\$77,88
							:	Summary	of Impr	ovemen	ts								
		Story	Construction	Grade	Year Built	Eff Year	Eff Co Age nd	Base Rate	LCM	Adj Rate	Siz	e	RCN	Norm Dep	Remain Value			bhd Mrkt	Impr Val
Description	Res Eligibl H	leight	oonsuucuon		Built														
•	Res Eligibl H 100%	leight	Wood Frame	C			94 F		0.87		1,276 sq	ft \$7	77,882	65%	\$27,260	0%	5 100% 1	.000 1.0900	\$29,7
Description 1: Single-Family R 01 2: Barn, Bank & Flat (T2)	Eligibl H 100%	leight			1867		94 F 124 F	\$47.39	0.87 0.87		1,276 sq 46' x 76' x 16		77,882 99,360	65% 70%	\$27,260 \$29,810			.000 1.0900 .000 1.0000	\$29,7 \$29,8

Total this page \$60,200

\$60,200 Total all pages

36

FARM 2: SOIL INFORMATION



Summary

80 acres, 1 selection

Randolph, IN • Township: Greensfork • Location: 13-16N-1W

Overview

Selection Acres

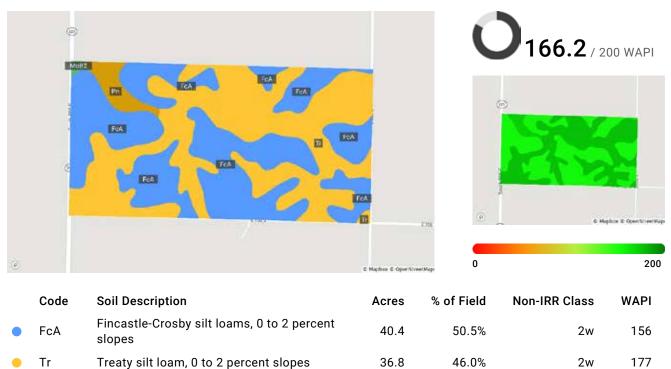
68-20-13-200-009.000 -005

Parcel ID Number

Owner GENE ELDON GENE ELDO L HART



Soils



2.6

0.3

3.2%

0.3%

2w

2e

172

157



FSA Overview

80 acres, 1 selection

Randolph, IN • Township: Greensfork • Location: 13-16N-1W

4 1

CL	U	Acres	CLU	Acres
1		53.4	4	6.6
2		11.8	5	1.6
3		6.7		

FSA Overview • Page 10



Historical Imagery

80 acres, 1 selection

Randolph, IN • Township: Greensfork • Location: 13-16N-1W

2022





2018



2014





2016







Bussey Bros. Auctioneers Historical Imagery • Page 11





Overview

Randolph, IN • Township: Greensfork • Location: 13-16N-1W

Acres



	80.0	-005		Union City, IN 47390-8483		
	Owner 1 GENE ELDON GENE ELDO L HART	Owner 2 (TE) HART		ddress e Road 502 ty, OH 45390-8804		
Total Assessed Value \$182,800	Assessed Land Value \$119,100	Assessed Improvemer \$63,700	nt Value	Assessed Year 2022		

Parcel ID Number

68-20-13-200-009.000 8252 E 750 S

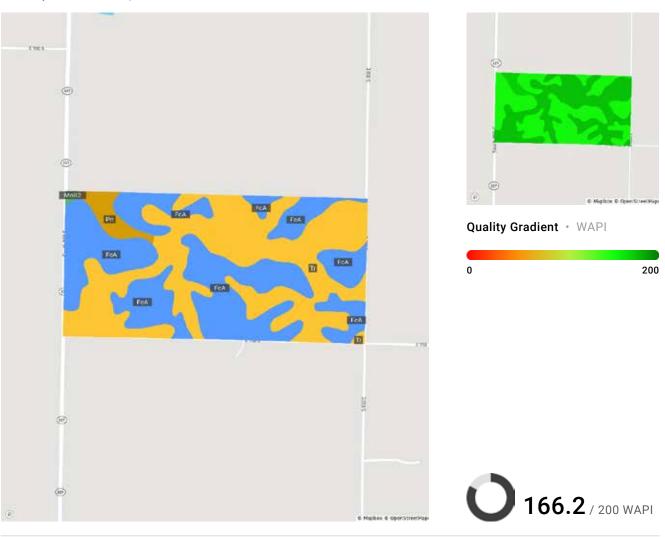
Property Address

County Use Description CASH GRAIN/GEN FARM

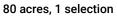
Legal Description PT SW & PT SE NW 13-16-1 80 A



Soils



Randolph, IN • Township: Greensfork • Location: 13-16N-1W

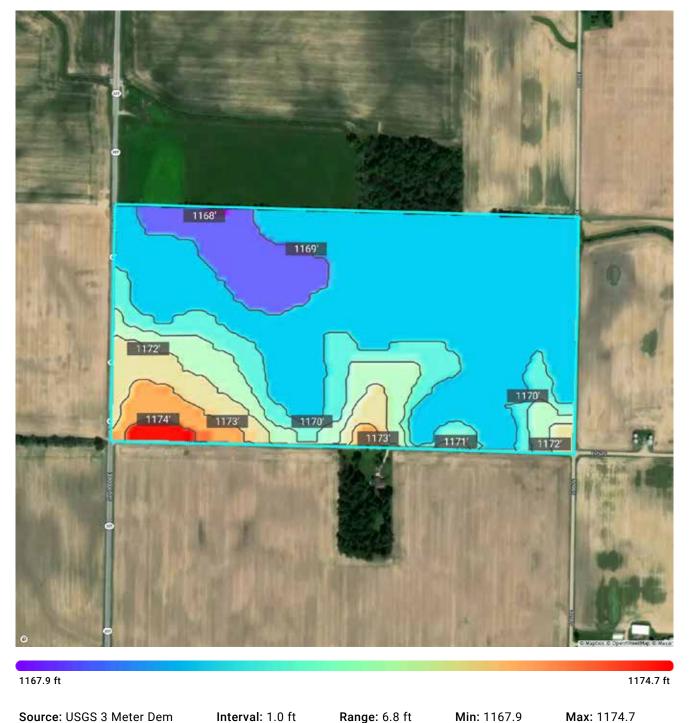


	Code	Soil Description	Acres	% of Field	Non-IRR Class	WAPI
•	FcA	Fincastle-Crosby silt loams, 0 to 2 percent slopes	41.4	50.5%	2w	156
•	Tr	Treaty silt loam, 0 to 2 percent slopes	37.8	46.0%	2w	177
•	Pn	Patton silty clay loam, 0 to 2 percent slopes	2.6	3.2%	2w	172
•	MoB2	Miami silt loam, gravelly substratum, 2 to 6 percent slopes, eroded	0.3	0.3%	2e	157
				We	eighted Average	166.2



Elevation

Randolph, IN • Township: Greensfork • Location: 13-16N-1W



80 acres, 1 selection



Crop History

80 acres, 1 selection

Randolph, IN • Township: Greensfork • Location: 13-16N-1W

2022

2021



2020









2019







0---

Crop History

Randolph, IN • Township: Greensfork • Location: 13-16N-1W

80 acres, 1 selection

All Selections	0	0	0	0	0	\bigcirc
Сгор	2022	2021	2020	2019	2018	2017
Soybeans	64.1%	0.5%	63.6%	0.7%	65.3%	2.4%
– Corn	0.5%	62.9%	1.5%	63.3%	1.9%	64.6%
Deciduous Forest	19.2%	20.4%	20.1%	21.1%	18.9%	18.9%
Developed/Open Space	14.3%	14.3%	14.8%	14.8%	11.4%	11.4%
• Other	1.9%	1.9%	0.0%	0.0%	2.4%	2.7%



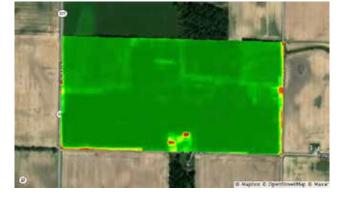
Vegetation Index (NDVI)

80 acres, 1 selection

Randolph, IN • Township: Greensfork • Location: 13-16N-1W

2022

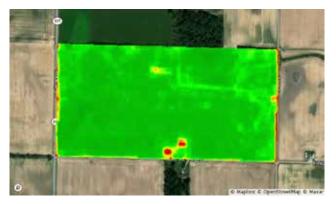




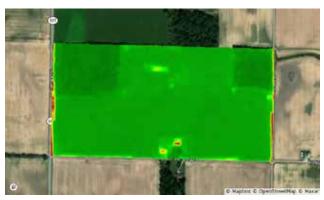
2020







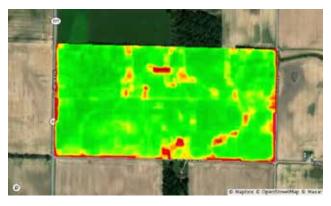
0 (unhealthy)



2019







100 (healthy)



Randolph, IN • Township: Greensfork • Location: 13-16N-1W

0-

Vegetation Index (NDVI)

Year	2022	2021	2020	2019	2018	2017
Standard Deviation	4	4	4	0	3	4
Mean	93	90	94	100	84	79
Min	52	52	49	100	52	44
Max	96	98	98	100	88	85

80 acres, 1 selection



Flood (FEMA Report)

80 acres, 1 selection

Randolph, IN • Township: Greensfork • Location: 13-16N-1W

Flood Hazard Zone	% of Selection	Acres
 100 Year Flood Zone (1% annual chance of flooding) 	0.0%	0.0
• 500 Year Flood Zone (0.2% annual chance of flooding)	0.0%	0.0
Regulatory Floodway	0.0%	0.0
O No Flood Hazard Zone	100.0%	82.1
Wetlands	% of Selection	Acres
Assorted Wetlands	5.4%	4.4

FARM 2: NOTES

FARM 2: NOTES

FARM 1: TITLE CERTIFICATE



Scott D. Rudnick, Esq. Nathan D. Hosek, Esq. Alexander S. Pendl., Esq. 200 West Main Street Greenville, Ohio 45331 Telephone: (937) 547-0218 Facsimile: (937) 547-1591 nathan@rhplawgroup.com

OHIO STANDARD TITLE CERTIFICATE

To: Steven D. Hart, Trustee

The undersigned hereby certifies that he has made a thorough examination of the records of Darke County, Ohio, as disclosed by the public indexes covering the period required by the Marketable Title Act (OHIO REV. CODE Sec. 5301.47, et. seq.) to the date hereof, relating to following described premises:

see Exhibit "A" attached hereto and incorporated herein by this reference

The undersigned further certifies that, in his opinion, based upon said records, the fee simple title to said premises is presently vested in Gene Eldon Hart, as Trustee of the Gene Eldon Hart Revocable Living Trust dated the 18th day of April, 2012 (as to an undivided one-half interest) by a Quit-Claim Deed from Gene Eldon Hart dated April 18, 2012, and recorded April 20, 2012, at 2:29 o'clock p.m. at Darke County Official Records Volume 452, Page 1918, and also in Gene Eldon Hart, as Trustee of the Etta Louise Hart Irrevocable Credit Shelter Trust (as to an undivided one-half interest) by a Fiduciary Deed from Gene Eldon Hart, as Trustee of the Hart Family Revocable Trust dated the 5th day of May, 2003, dated August 17, 2011, and recorded August 19, 2011, at 2:32 o'clock p.m. at Darke County Official Records Volume 444, Page 2581; and that, as appears from said records, the title is marketable and free from encumbrances except and subject to the matters set forth hereafter.

Subject to the following:

1. Taxes and assessments as shown by Treasurer's Tax Duplicate for 2022:

Name: Hart, Gene Eldon, as Trustee et al.	Premises: S71-0-112-30-00-00-202-00
First Half: \$2,076.04 Paid	Land: \$51800
Second Half: \$2,076.04 Paid	Value: Bldgs. \$61790
Assessments: None	Total: \$113590

The property may be subject to a CAUV recoupment. Taxes and assessments for the year 2023 are presently a lien but are not yet due and payable.

2. Mortgages and liens:

None

3. Leases, easements:

Oil and Gas Lease between Gene E. Hart and Etta L. Hart (Lessors) and Ohio Oil & Gas (Lessee) dated May 5, 1981 and recorded May 11, 1981, at Darke County Lease Volume 25, Page 96. Said Lease recites that it is "for a term of ten (10) years and so much longer thereafter as oil, gas or their natural constituents are produced in paying quantities thereon, or operations are maintained on all of that certain tract of land…". Assignment of Oil and Gas Lease from Ohio Oil & Gas to William Jones Leasehold Partnership dated September 14, 1981, and recorded at Darke County Lease Volume 27, Page 1.

4. Pending suits and other matters or defects of title:

None

This certificate does not purport to cover the following: (a) Matters not of record, (b) Rights of persons in possession, (c) Questions which a correct survey or inspection of the premises would disclose, (d) Rights to file Mechanics' Liens, (e) Special taxes and assessments not shown by the County Treasurer's records, (f) Zoning and other governmental regulations, (g) Liens asserted by the United States and State of Ohio, their agencies and officers, and under the Racketeering Influence and Corrupt Organization Acts and Receivership Liens, unless the lien is filed in the public records of the County in which the property is located. Federal Court indices and records not searched. Unless this search covered a 65-year period, this certificate is based on the assumption that a merchantable title in fee simple was conveyed to the grantee in the instrument from which this search began.

The undersigned further certifies that there are no other liens, encumbrances or defects of title which would, in his opinion, render the title unsafe or unmarketable.

This certificate covers a period of time, beginning with a certain Warranty Deed from Edward Herbert Eikenberry and Edith Eikenberry to Gene E. Hart and Etta L. Hart, dated March 15, 1976, and recorded March 23, 1976 at Darke County Deed Volume 429, Page 306, and also a certain Warranty Deed from John C. Skidmore and Verna M. Skidmore to Gene E. Hart and Etta L. Hart, dated April 24, 1981, and recorded April 28, 1981 at Darke County Deed Volume 498, Page 193, which evidence of title, together with subsequent records, to the date below, constitute the basis upon which this Certificate and Opinion is based.

This report is made at the instance of and solely for the benefit of Steven D. Hart, Trustee, and is not intended to and may not be relied upon by any other person, firm, or corporation. This report is neither transferable nor assignable, and may not be used to make any representations to any person, firm, or corporation as to the status of title to said real estate.

FARM 1: TITLE CERTIFICATE (CONT'D)

Search finished on October 4, 2023, at 8:00 o'clock a.m.

RUDNICK, HOSEK & PENDL, LTD.

NATHAN D. HOSEK Attorney at Law 200 W. Main Street Greenville, Ohio 45331 (937) 547-0218

386 State Route 502, Union City, Ohio 45390

Exhibit "A"

<u>**Tract 1**</u>: Situate in Washington Township, Darke County, in the State of Ohio, to-wit: Being sixty (60) acres of land off of the south side of both the east half and the east half of the west half, off the southeast quarter of Section 30, Township 12, Range 1 east, in Washington Township, Darke County, Ohio.

Tract 2: Situate in the township of Washington, County of Darke, and State of Ohio, viz: Being sixty (60) acres of land of the North sides of both the east half, and of the east half of the West half, of the Southeast quarter of section thirty (30), township twelve (12), range one (1) East, but subject to highways.

EXCEPTING from the above tract #2 the following 5 acre tract sold by previous conveyance, recorded in Deed Volume 236, at Page 414, Deed Records, Darke County, Ohio, to-wit: Situated in the County of Darke, in the State of Ohio, and in the Township of Washington, and bounded and described as follows: Commencing at the northeast corner of the southeast quarter of Section Thirty (30), Town Twelve (12) North, Range one (1) east; thence West on the half-section line three hundred (300) feet; thence south parallel with the east line of said Section seven hundred and forty (740) feet; thence north seven hundred (300) feet parallel with the north line of this tract to the east section line; thence north seven hundred and forty (740) feet to the place of beginning, containing five (5) acres of land, more or less.

<u>Tract 3</u>: Situated in the State of Ohio, County of Darke and in the Township of Washington and bounded and described as follows: Being in the Southeast Quarter (1/4) of Section Thirty (30) Township Twelve (12) North, Range One (1) East, Washington Township, Darke County, Ohio, and being part of a 5.1 acre tract as recorded in Darke County Deed Records Vol. 250, Page 121, and being more particularly described as follows: Commencing at a stone in the northeast corner of the Southeast Quarter (1/4); thence south along said quarter section line a distance of 475.00 feet to an iron pin; thence North 89° 39' West a distance of 300.00 feet to an iron pin; thence of 475.00 feet to a point; thence South 89°39' East a distance of 300.00 feet to the point of beginning containing 3.27 acres, and being subject to all legal highways and other easements of record.

Containing in all three tracts 118.27 acres, more or less.

Parcel ID No.: S71-0-112-30-00-00-202-00 (118.27 ac.)

FARM 2: TITLE CERTIFICATE

GENERAL TITLE INSURANCE COMPANY

TITLE SEARCH

SCHEDULE A

AGENTS CASE NO .: 202310-9

1. EFFECTIVE DATE: 10-10-2023 @ 7:00 a.m.

2. PREPARED FOR: NATHAN D. HOSEK, ESQ.

3. TITLE TO THE FEE SIMPLE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS TITLE SEARCH IS AS THE DATE HEREOF VESTED IN:

Gene Eldon Hart, as Trustee of the Etta Louise Hart Irrevocable Credit Shelter Trust, an undivided onehalf interest

Gene Eldon Hart, as Trustee of the Gene Eldon Hart Revocable Living Trust, an undivided one-half interest

4. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS, IN Randolph COUNTY, Indiana, TO-WIT:

See Attached Legal Description

Agents Case No.: 202310-9

By

Issuing Agent: RICKERT TITLE, LLC 125 South Main Street Winchester, Indiana 47394 PH 765-584-9882 FAX 765-584-2302

Authorized Signature

GENERAL TITLE INSURANCE COMPANY

TITLS SEARCH

SCHEDULE B - SECTION 2

EXCEPTIONS

1. Taxes for the year 2022, due and payable in 2023, each half for \$ 1,286.49, Spring Installment: PAID, Fall Installment: UNPAID. Taxing Unit: Greensfork Parcel Number: 68-20-13-200-009.000-005, Tax ID Number: 003-00218-00, Assessed Value: Land: \$119,100., Improvements: \$63,700., Exemptions: \$0.

William Shockney Ditch, each installment \$110.00 SPRING PAID, FALL UNPAID

- 2. Taxes for the year 2023, due and payable in 2024, and all subsequent years, not yet due and payable.
- 3. Note: No liability is assumed for the accuracy of taxes. The County Treasurer should be contacted for exact amount due.
- 4. Possible Easements appearing of public record recorded prior to the 50 year marketable title period as preserved by I.C. 32-20-4-3.
- 5. Rights of the public, the State of Indiana, the County of Randolph and the Municipality and the public in and to that part of the premises taken or used for road purpose, together with public utilities therein.
- 6. This policy when issued will not insure quantity of acreage, for informational purposes only.
- 7. Oil and Gas Lease and Affidavit to Ohio Oil & Gas dated 5-5-1981 and recorded 2-4-1983 and Assigned to Petroleum, Inc. dated 1-24-1983 in Miscellaneous Record 80, page 272 and 275. Assigned to Omni Petroleum, Inc. dated 10-5-1981 and recorded 2-4-1983 in Miscellaneous Record 80, page 296.

END SCHEDULE B

Agents Case No.: 202310-9

Issuing Agent: RICKERT TITLE, LLC 125 South Main Street Winchester, Indiana 47394 PH 765-584-9882 Fax 765-584-2302

FARM 2: TITLE CERTIFICATE (CONT'D)

GENERAL TITLE INSURANCE COMPANY

TITLE SEARCH

SCHEDULE C - EXHIBIT A

AGENTS CASE NO .: 202310-9

Tract 1: Beginning at the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section Thirteen (13), Township Sixteen (16) North, Range 1 West; thence West twenty eight feet; thence North Parallel to the East line of said Quarter Quarter Section, ninety-nine (99) feet; thence East 28 feet to a post on the East line of said Quarter Quarter Section; thence south 99 feet, more or less to the place of beginning. Containing .063 acre, more or less.

ALSO, The Southeast Quarter of the Northwest Quarter of Section Thirteen (13), Township Sixteen (16) North, Range One (1) West, containing Forty (40) acres, more or less.

Tract 2: Situated in the County of Randolph, State of Indiana and described as follows:

The Southwest Quarter of the Northwest Quarter of Section Thirteen (13), Township Sixteen (16) North, Range One (1) West, containing Forty (40) acres, more or less.

Subject to all easements, restrictions and right of ways of record.

Agents Case No.: 202310-9

Issuing Agent: RICKERT TITLE, LLC 125 South Main Street Winchester, Indiana 47394 PH 765-584-9882 Fax 765-584-2302



#AU2018000016 & #AU12300033 Auction Manager: Grant Bussey 937.564.6250 BusseyBros.Hibid.com

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