

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF INDIANA
TERRE HAUTE DIVISION

In re:

**Cline Grain, Inc.,
Allen L. Cline and Teresa A. Cline,
Michael B. Cline and Kimberly A. Cline**

Debtors

Case No.: 17-80004-JJG-11
Jointly Administered

**Debtors' Motion Pursuant to 11 U.S.C. § 363
To Sell Farm Land By Private Sale Free And Clear
(Mike's; Farm Number 6954-3487)**

Michael B. Cline and Kimberly A. Cline, debtors and debtors-in-possession in these jointly administered cases (the "Debtors"), by counsel, pursuant to 11 U.S.C. §§ 363(b) and (f); Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure; and Local Bankruptcy Rules B-6004-1 and B-6004-2, by this motion seek an order authorizing and approving the sale of certain of the Debtors' farm land real estate free and clear of liens, claims, interests, and encumbrances, with valid liens attaching to the sale proceeds (this "Sale Motion"). In support, the Debtors state the following:

I. JURISDICTION AND VENUE

1. This proceeding was commenced on January 3, 2017 (the "Petition Date"), with the filing of a petition for relief under Chapter 11 of Title 11 of the United States Bankruptcy Code. The Debtors have continued after the Petition Date in the possession of their property and the management of their business as a debtor-in-possession pursuant to 11 U.S.C. §1203 of the Bankruptcy Code (the "Code").

2. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 1157 and 1334. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. This Sale Motion is a core proceeding pursuant to 28 U.S.C. §157(b)(2).

3. No trustee or examiner has been appointed in these Chapter 11 cases, and no committees have been appointed or designated.

4. On January 10, 2017, this Court ordered the joint administration of these cases.

5. The individual debtors' cases of Allen and Teresa Cline and Michael and Kimberly Cline (collectively, the "Individual Debtors") would be Chapter 12 family farm cases; however, the amount of their debt exceeds the jurisdictional limit contained in 11 U.S.C. §109(f) and 101(18) thus necessitating these cases being filed under Chapter 11.

II. LAND SALES IN THIS CASE

6. The Individual Debtors own or have a beneficial interest in the following farm land real estate consisting of the land listed on **Attachment A** (the "Farm Land").

7. The Farm Land, as the schedules filed in these cases reveal, is held in a variety of ways. Allen and Mike Cline hold most as tenants in common. Allen and Terri Cline hold some, Mike and Kim Cline hold some, and all four hold some. Allen and Terri Cline are purchasing certain properties under land sale contracts with respect to which Allen and Terri Cline have equitable title and/or a beneficial interest. The Farm Land consists of approximately 1,671 acres with 1,570 of those acres being tillable.

8. The Individual Debtors have decided to sell all of the Farm Land in order to service their debts and as part of their reorganization efforts. On August 10, 2017, the Individuals Debtors, along with Cline Grain, Inc., New Winchester Properties, LLC, Metropolitan Life Insurance Company ("MetLife"), and Wells Fargo Bank, National Association ("Wells Fargo"), filed the *Amended Agreed Entry Resolving Metropolitan Life Insurance Company's Motion for Stay Relief and Metropolitan Life Insurance Company's Amended Motion to Appoint a Chapter 11 Trustee Pursuant to 11 U.S.C. §1104, or in the Alternative, to Dismiss Case Pursuant to 11 U.S.C. §1112 and Wells Fargo Bank's Motion for Relief* [Docket #395] (the "Agreed Entry"), whereby the parties agreed to certain stipulations and conditions concerning selling all of the Farm Land. The Agreed Entry was approved by Court order on August 11, 2017 [Docket #406]. In summary, the Agreed Entry allows the Individual Debtors to attempt to sell the Farm Land via private sales only if the Individual Debtors hire Halderman Real Estate Services, Inc. ("HRES") to auction any and all Farm Land that the Individual Debtors are unable to sell via private sale and only if the Farm Land's sales, whether its via private sale or public auction, are closed on or before December 15, 2017.

9. In compliance with the Agreed Entry, and on August 10, 2017, the Individual Debtors filed *Debtors' Motion Pursuant to 11 U.S.C. §363 to Sell Farm Land by Auction Free and Clear* [Docket #396], whereby the Individual Debtors sought authority to sell the Farm Land via public auction. On August 10, 2017, the Individual Debtors filed *Debtors' Application to Employ Halderman Real Estate Services, Inc. as Auctioneer* [Docket #397], whereby the Individual Debtors requested authority to hire HRES to market and conduct the auction of any Farm Land that Individual Debtors are unable to sell via private sales.

10. For the Clines, a key provision in the Agreed Entry is their right to seek private sales of the Farm Land, so long as the motions seeking approval of such sales are filed on or before August 23, 2017. This Sale Motion is one of the many private sale motions the Individual Debtors are filing by said deadline.

III. PRIVATE SALE OF MIKE'S

11. The Debtors (Mike and Kim) own a certain piece of real estate farm land in Montgomery County, In., which is comprised of a section of non-tillable forest/creek land, approximately 80 acres of tillable land and Mike and Kim's home ("Mike's"). The Debtors and the Cline family have always farmed Mike's tillable acres, are farming it currently and plan on farming it in the future. Mike's is more particularly described as follows: see **Attachment B**.

12. On August 22, 2017, the Debtors entered into a certain Agreement to Purchase Real Estate (the "Agreement") whereby the Debtors agreed to sell Mike's to Michael L. Cline and Autumn L. Cline (the "Purchasers") for \$626,912.00 (the "Purchase Price"). A true and accurate copy of the Agreement is attached hereto at **Attachment C**.

13. The Purchasers are the Debtors' son and daughter-in-law. Along with the familial relationship, the Debtors and the Purchasers farm the Farm Land, including Mike's, together as a family farm. In order to obtain crop input financing for 2016 and 2017 at a time when the Debtors could not because of their financial difficulties, the Purchasers and other Cline family members obtained such crop input loans. Since the Purchasers and other Cline family members are the borrowers for the crop input loans, but the Individual Debtors still own the Farm Land, an arrangement was temporarily worked out to lease such land to the Purchases and other Cline family members. This arrangement was done to satisfy the conditions of the such input loans (and later meet conditions for use of property in this estate), but was a distinction without a difference as far as the Cline family farming operations go, which have remained the same.

14. The Debtors also lease their farm equipment to the Purchasers. And the Purchasers (because they have the input loan) are paying the Debtors to help farm.

15. The Debtors and Purchasers will continue to farm the Farm Land, including Mike's, after closing of this sale and it is anticipated the Debtors will always be jointly involved in all aspects of the Cline family farm for the foreseeable future.

16. The Agreement provides that it can be assigned by the Purchasers. This provision is in the event the Purchaser's lender requires other members of the Cline family on the purchase loan. In that event, none of the relationship disclosures herein would change.

17. The only contingencies of sale are good title and the Purchasers seeking financing. The Purchasers are purchasing Mike's "as-is." The Debtors shall keep the 2017 crop lease income. The Debtors will continue to live on Mike's after closing.

18. The closing costs to be paid by the Debtors as part of the purchase are anticipated to be approximately (if a closing occurs on October 20, 2017) \$8,324.88. The anticipated net proceeds due the estate are \$618,587.12. The Debtors are requesting that all of those funds be paid at the closing to Metropolitan Life Insurance Company ("MetLife") and Wells Fargo Bank, National Association ("Wells Fargo"), which have first and second mortgages on Mike's. Payoff at closing will lower any post-petition interest (MetLife and Wells Fargo are over-secured, and as such are permitted reasonable post-petition interest pursuant to §506).¹

19. Pursuant to this Sale Motion, the Debtors seek an order to approve and authorize a sale of Mike's via private sale as a legal, valid, and effective transfer of Mike's which will vest the Purchasers with all right, title, and interest in Mike's free and clear of any liens and claims of any and every kind or nature whatsoever pursuant to 11 U.S.C. §363(f) and all other applicable laws.

IV. MARKETING

20. Informal marketing of Mike's has occurred.

21. The Individual Debtors have received the following offers on the Farm Land:

A) an offer from a non-insider to purchase/lease-back all of the Farm Land for approximately \$6,200/ tillable acre.

B) an offer from US Agriculture, LLC ("US Ag") to purchase/lease-back substantially all of the Farm Land (not including Mike's) for approximately \$7,124.65/tillable acre (this is subject of a companion motion).

C) an offer from a non-insider for a purchase a portion of the Farm Land known as the Purcell farm for \$7,200.00/tillable acre.

D) an offer from another Cline to purchase/lease-back Allen's farm for \$7,124.00/tillable acre (this is subject of a companion motion).

E) an offer from another Cline to purchase/lease-back the Arnold farm for \$7,124.00/tillable acre (this is subject of a companion motion).

¹ If any combination of this plus other sales that the Individual Debtors are currently seeking Court authority to close on results in surplus funds to the estate after payment in full to MetLife and Wells Fargo, such funds shall be held in trust pending further Court order.

F) an offer from a non-insider for a purchase a portion of the Farm Land known as the 350 and Young farms for \$5,500/tillable acre.

22. Based on their informal marketing and the offers received above, the Debtors believe the price being paid by Purchasers is market value, fair and reasonable.

23. By virtue of the Agreed Entry, the Debtors have agreed to sell the Farm Land not sold at private sale in an auction to be held on November 15, 2017. The Debtors believe the price to be received at the auction for Mike's would be substantially similar to the Purchase Price, and while it could be more, the auction will cost 2.5% in the form of an auctioneer fee. Because it is an auction, the proceeds received for Mike's could also be less than the Purchase Price.

V. EFFECT OF THIS AND OTHER SALES ON THE ESTATE

24. Binding precedent appears to require an auction to retain property in the face of confirmation sought under 11 U.S.C. §1129(b). The Debtors have concluded a better alternative is to market and sell the Farm Land by private sale to pay off (or very nearly so) all creditors. This would avoid prolonged (and prohibitively expensive) litigation concerning §1129(b) cram down, the time associated therewith, and the costs of an possible auction.

25. It is submitted that the price received for Mike's is comparable to if not equal to any arms-length transaction for Mike's, including what would be received at auction, less the costs of the auction.

26. In summary, if all sales are approved and all rents collected², all secured creditors secured on real estate in this estate will be paid in full (approximately \$10,000,000.00), all administration and sale closing costs will be paid in full (approximately \$400,000.00), all priority claims will be paid in full (approximately \$38,000.00) and approximately \$1,700,000.00 will remain for payment of unsecured creditors, whose claims (although not finally determined) likely total approximately \$2,500,000.00.

27. In order to sell Farm Land, the Debtors will incur capital gains taxes. In order to treat such taxes, the Debtors will be required to dismiss this case (after a Court-approved distribution of sale and other funds) and re-file a case under Chapter 12, which provides a mechanism for a family farmer to treat such taxes.

² Sales include: Mike's (\$626,912.00), Allen's (\$770,246.88), Arnold's (\$422,381.96), US Agriculture (\$9,676,702.00), Individual Debtors' non-PMSI equipment to Clines (to be filed; \$120,000.00), and remaining vehicles and intangible assets of Cline Transport, Inc. to Clines (to be filed; \$100,000.00). Remaining rent (approximately \$500,000.00).

VI. ASSERTED INTERESTS

28. All the debt of the Debtors has been fully disclosed in their schedules. All claims bar dates have passed.

29. After a diligent search, including reviewing title work, filed claims, and the Debtors' records, the Debtors, upon information and belief, assert the following are the only mortgages, liens, charges, interests in and encumbrances on Mike's:

A. A mortgage from the Individual Debtors in favor of Wells Fargo, dated March 27, 2014 and filed on May 5, 2014, and recorded in Instrument No. 2014001703 in Putnam County, Indiana. The Individual Debtors do not have a payoff amount from Wells Fargo, but upon information and belief that amount will be, after distribution of proceeds from the sale of certain grain elevator properties, between \$1,900,000 and \$2,000,000, which will continue to accrue interest as well as additional attorney fees and expenses.

B. A mortgage from the Individual Debtors in favor of Wells Fargo, dated March 27, 2014 and filed on May 5, 2014, and recorded in Instrument No. 201402096 in Montgomery County, Indiana.

C. A mortgage from the Individual Debtors in favor of MetLife dated March 4, 2015 and filed on March 5, 2015, and recorded in Instrument No. 2015000961 in Putnam County, Indiana. The Individual Debtors do not have a payoff amount from MetLife, but upon information and belief that amount is approximately \$6,570,000 as of August 30, 2017, and will continue to accrue interest as well as additional attorney fees and expenses. By virtue of an inter-creditor agreement, Wells Fargo has subordinated its mortgages to MetLife.

D. A mortgage from the Individual Debtors in favor of MetLife, dated March 4, 2015 and filed on March 5, 2015, and recorded in Instrument No. 201501205 in Montgomery County, Indiana.

E. The Indiana Department Revenue (the "IDR") has filed 23 warrants in Putnam and Montgomery Counties dated from February 8, 2016 to December 21, 2016 against the Debtors. If validly perfected, the liens would attach to Mike's. The warrant details are attached to the IDR proofs of claim filed on June 6, 2017. The IDR asserts a secured claim of \$58,154.48.

30. MetLife has a first priority lien on Mike's. Wells Fargo has a second priority lien on Mike's. The IDR liens have a third priority.

31. Although the Debtors are not aware of any, there may be covenants and restrictions that run with the land. The Debtors are not seeking to sell free and clear of any such covenant or restriction. Title work reviewed by the Debtors disclosed no such covenants or restrictions.

VII. BASIS FOR RELIEF REQUESTED

32. Section 363(b)(1) of the Bankruptcy Code authorizes a debtor to sell or lease property other than in the ordinary course of business after notice and a hearing. Generally speaking, a Court will approve a proposed sale or lease of property outside the ordinary course of business if such a sale or lease represents sound business judgment. See *In re Lionel Corp.*, 722 F.2d 1063, 1070-71 (2d Cir. 1983); *In re Allegheny Int'l Inc.*, 117 B.R. 171,176-77 (W.D. Pa. 1990); *In re Stroud Ford. Inc.*, 163 B.R. 730, 732 (Bankr. M.D. Pa. 1993). Such a sale or lease must be proposed in good faith. *In re Abbotts Dairies, Inc.*, 788 F.2d 143, 147-50 (3d Cir. 1986); *In re Lionel Corp.*, 722 F.2d at 1070-71; *In re Allegheny Inc.*, 117 B.R. at 176-77; *In re Indus. Valley Refrigeration & Air Conditioning Supplies, Inc.*, 77 B.R. 15, 21 (Bankr. E.D. Pa. 1987).

33. Courts have found a sound business purpose if the sale of a debtor's assets is necessary to preserve the value of the assets for the estate, its creditors, or interest holders. *In re Abbotts Dairies, Inc.*, 788 F. 2d at 150.

34. The Debtors submit that the sale of Mike's is within their sound business judgment. The Debtors have determined that the sale of Mike's will maximize the value of the Debtors' estate and is in the best interest of the estate and its creditors.

35. Section 363(f)(2) of the Bankruptcy Code provides that a sale may be free and clear of any interest in such property of an entity other than the estate if such entity consents. The only liens on Mike's are described herein, but the Debtors will be serving all their creditors with this Sale Motion and notice of opportunity to object. Absent any objection to this Sale Motion, any parties holding liens, claims, interests or encumbrances on Mike's will be deemed to have consented to the sale thereby satisfying §363(f)(2).

36. Additionally 363(f)(3) of the Bankruptcy Code provides that a sale may be free and clear of any interest in such property of an entity other than the estate if the purchase price is greater than the aggregate value of all liens on such property.

37. The Debtors submit that one or more of the conditions set forth in §363(f) will be satisfied with the respect to the sale of Mike's. Specifically, those parties holding liens, claim, interests or encumbrances will consent, or absent an objection to the Sale Motion,

shall be deemed to have consented. Further, any such lien, claims, interest or encumbrance will be adequately protected by attachment to the sale proceeds.

38. The Debtors also request that if no objections are filed or pending at the time of hearing on this Sale Motion, that the Court waive the 14-day stay imposed by Rule 6004(h) of the Federal Rules of Bankruptcy Procedure.

REQUEST FOR RELIEF

The Debtors request the entry of an Order: authorizing the sale of Mike's free and clear of liens, claims, interests and encumbrances pursuant to 11 U.S.C. §§ 363(b) and (f), with valid liens to attach to the proceeds of the sale; to pay the costs of closing; to distribute net proceeds to MetLife and Wells Fargo; waiving the 14-day stay imposed by Rule 6004(h) of the Federal Rules of Bankruptcy Procedure if no objections are filed or pending at the time of the hearing on this motion; holding remaining proceeds in trust pending further order of the Court and granting all other just and proper relief.

Respectfully submitted,
HESTER BAKER KREBS, LLC

By: /s/ Jeffrey M. Hester
Jeffrey M. Hester
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One Indiana Square
Indianapolis, IN 46204
jhester@hbkfirm.com
jallman@hbkfirm.com
317.608.1129 direct
317.833.3031 fax

CERTIFICATE OF SERVICE

I hereby certify that on August 23, 2017, a copy of the foregoing *Debtors' Motion Pursuant to 11 U.S.C. §363 to Sell Farm Land by Private Sale Free and Clear (Mike's; Farm Number 6954-3487)* was filed electronically. Notice of this filing will be sent to the following parties through the Court's Electronic Case Filing System. Parties may access this filing through the Court's system.

- **U.S. Trustee** — ustpreion10.in.ecf@usdoj.gov
- **Ronald J. Moore** — ronald.moore@usdoj.gov
- **Jay Jaffe** — jay.jaffe@faegrebd.com
- **Weston E. Overturf** — woverturf@boselaw.com
- **Elizabeth M. Little** — elizabeth.little@faegrebd.com
- **Kayla D. Britton** — kayla.britton@faegrebd.com
- **Gary A. Barnes** — gbarnes@bakerdonelson.com
- **Whitney L. Mosby** — wmosby@bgdlegal.com
- **Scott R. Leisz** — sleisz@bgdlegal.com
- **James E. Carlberg** — jcarlberg@boselaw.com
- **Charles F. Miller** — cfmjraty@iquest.net
- **James P. Moloy** — jmoloy@boselaw.com
- **Michael J. Hebenstreit** — mjh@whzlaw.com; arlene@whzlaw.com
- **Jeffrey A. Hokanson** — jeff.hokanson@icemiller.com
- **W. Randall Kammeyer** — wrkammeyer@hawkhaynie.com
- **Sarah L. Fowler** — sarah.fowler@icemiller.com
- **Michael J. Hebenstreit** — mjh@whzlaw.com
- **Heather M. Crockett** — heather.Crockett@atg.in.gov
- **Karen L. Lobring** — lobring@msn.com
- **Harley K. Means** — HMeans@kgrlaw.com
- **James G. Lauck** — JLauck@kgrlaw.com
- **Rachana Fischer** — Rachana.Fischer@usdoj.gov
- **Chris Shelby** — cshelby@comcast.net
- **Andrew Kight** — akight@jhklegal.com

I further certify that on August 23, 2017, a copy of the foregoing was mailed by certified U.S. Mail, postage prepaid, and properly addressed to the following:

Indiana Department of Revenue
Attn: Commissioner Adam J. Krupp
Indiana Government Center North
100 N. Senate Ave., N-105
Indianapolis, IN 46204

Indiana Department of Revenue
Attn: Indiana Attorney General
302 W. Washington St., 5th Floor
Indianapolis, IN 46204

Indiana Department of Revenue
Attn: Todd Nichols, Bankruptcy Department
Indiana Government Center North
100 N. Senate Ave., N-240 MS108
Indianapolis, IN 46204

I further certify that on August 23, 2017, a copy of the foregoing was mailed by U.S. Mail, postage prepaid, and properly addressed to the following:

See **Attachment D**

/s/ Jeffrey M. Hester
Jeffrey M. Hester

ATTACHMENT A

Boone County

S	T	R	Acres	Tillable	FSA #	Co Parcel #	State Parcel #	Descriptor
30	18	2	40	39.83	F1628 T1185	005-00240-00	06-05-30-000-022.000-008	Bamish Boone Co 40
			40	39.83				

Montgomery County

S	T	R	Acres	Tillable	FSA #	Co Parcel #	State Parcel #	Descriptor
25	18	3	48.34	66.00		09-25-100-002.000-32	54-09-25-100-002.000-032	Bamish 67
25	18	3	15.91			09-25-700-003.000-032	54-09-25-700-003.002-032	Bamish 67
25	18	3	159.77	167.00		09-25-700-003.000-032	54-09-25-700-003.003-032	Bamish 167
36	18	3	21.00			09-36-100-002.000-032	54-09-36-100-002.000-032	Bamish 167
36	18	3	14.64	69.00		09-36-100-005.000-032	54-09-36-100-005.000-032	Bamish Silo
36	18	3	59.69			09-36-500-003.000-032	54-09-36-500-003.000-032	Bamish Silo
15	18	4	20.00	128.92	F4811 T5419	10-15-300-012.000-025	54-10-15-300-012.000-025	Tinkersville/350 Farm
22	18	4	116.59			10-22-500-002.001-025	54-10-22-500-002.001.025	Tinkersville/350 Farm
1	17	4	52.29	52.29	F6954 T7028	15-01-900-012.000-020	54-15-01-900-012.000-020	Arnold/Kruse
25	17	4	76.64	181.71	F6241 T7026	15-25-100-001.000-020	54-15-25-100-001.000-020	Young Farm
25	17	4	118.807			15-25-500-002.003-020	54-15-25-500-002.003-020	Young Farm
28	17	40	40.00	40.00	F6953 T3447	16-04-200-005.000-007	54-16-04-200-005.000-007	Hog Farm
27	17	3	80.00	79.00	F6242 T3336	16-05-400.006.000-007	54-16-05-400-006.000-007	Hog Farm
28	17	3	74.98	74.98	F6855 T3484	16-24-700.008.000-007	54-16-24-700-008.000-007	Leach Farm
27	17	3	73.00	73.00	F6954 T3490	16-26-200-006.000-007	54-16-26-200-006.000-007	Zimmerman
27	17	3	9.37	36.00		16-27-200-009.000-007	54-16-27-200-009.000-007	Huff
28	17	3	26.67			16-28-100-001.000-007	54-16-28-100-001.000-007	Huff
28	17	3	39.05	142.31	F6954 T4918	16-28-100-002.000-007	54-16-28-100-002.000-007	Joe's
28	17	3	6.30			16-28-400-016.000-007	54-16-28-400-016.000-007	Joe's
27	17	3	103.42			16-27-600-010.000-007	54-16-27-600-010.000-007	Joe's
1	17	3	126.85	105.50	F6953 T3424	16-27-700-013.000-007	54-16-27-700-013.000-007	Pat's House
27	17	3	45.45	45.45	F5072 T6064	16-27-900-007.001-007	54-16-27-900-007.001-007	Mitchell
28	17	3	27.59	168.71	F6855 T3687	16-28-100-004.001-007	54-16-28-100-004.001-007	Tom Longs
28	17	3	141.12			16-28-800-006.000-007	54-16-28-800-006.000-007	Tom Longs
27	17	3	100.00	88.00	F6954 T3487	16-27-800-014.000-007	54-16-27-800-014.000-007	Mike's/Deans
29	17	3	34.26	92.34	F4963 T3380	16-29-300-003.000-007	54-16-29-300-003.000-007	Houser
30	17	3	62.47			16-30-400-009.002-007	54-16-30-400-009.002-007	Houser
30	17	3	13.75	7.00		16-30-400-009.000-007	54-16-30-400-009.000-007	Dennis O'Hair
30	17	3	77.21	72.25	F6951 T3375	16-30-400-010.000-007	54-16-30-400-010.000-007	Harvey Long
33	17	3	16.97	13.66	F6906 T7623	16-33-100-001.000-007	54-16-33-100-001.000-007	Jerry Crawford's
28	17	3	3.00			16-28-400-014.000-007	54-16-28-400-014.000-007	Jerry Crawford's
36	18	3	7.72	7.00	F3647 T4692	09-36-300-024.000-032	54-09-36-300-024.000-032	Wallace 8 acres
			1812.86	1710.12				

Putnam County

S	T	R	Acres	Tillable	FSA #	Co Parcel #	State Parcel #	Descriptor
10	16	3	80.5	108.12	F6954 T3881	001-501160-00	67-01-10-400-016.000-009	Grandma Asher's
10	16	3	67.5			001-501070-00	67-01-10-400-017.000-009	Grandma Asher's
5	16	4	19.798	19.31	F6245 T7029	002-503410-01	67-02-05-300-023.002-005	Jerry Smith's Farm
12	16	4	147.35	144.95	F6255 T11326	002-502633-00	67-02-12-600-003.000-005	Purcell's
			315.15	272.38				

Total 2168.01 2022.33

This list includes the Bamish and Hackett land. The Debtors own Bamish, and will trade for the Hackett land. The Hackett Land in is bold.

ATTACHMENT B

TRACT 6: (DEED DOC. 200801237)

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 17 NORTH, RANGE 3 WEST, CONTAINING 40 ACRES, MORE OR LESS.

ALSO:

THE SOUTH HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 17 NORTH, RANGE 3 WEST, CONTAINING 40 ACRES, MORE OR LESS.

ALSO:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 17 NORTH, RANGE 3 WEST, CONTAINING 20 ACRES, MORE OR LESS, IN MONTGOMERY COUNTY, INDIANA.

Commonly known as 10796 South County Road 875, East Ladoga, Indiana; and listed with the Montgomery County Assessor's Office as Parcel No. 54-16-27-800-014.000-007. Mike's is known as Farm Number 6954 3487 on the records of the Farm Service Agency, part of the U.S. Department of Agriculture.

Beacon™ Montgomery County, IN

Summary

Parcel Number 16-27-800-014.000-007
Alternate ID 005-03015-10
Map # 17
Property Address 10796 S 875 E
 LADOGA
Sec/Twp/Rng 27 / 17 / 3
Tax Set CLARK TWP
Subdivision n/a
Brief Tax Description EH SEQ 27-17-3 80 A SH SEQ 27-17-3 20 A
 (Note: Not to be used on legal documents)
Book/Page n/a
Acres 100.000
Class 101 AG CASH GRAIN/GENERAL FARM-101

Owners

Deeded Owner
 CLINE MICHAEL B
 10796 S 875 E
 LADOGA, IN 47954-7269

Homestead Verification

Homestead Deduction has been VERIFIED

Land (GUTS)

Land Type	Soil ID	Actual Front	Acres	Effect. Front	Effect. Depth	Product. Factor	Depth Factor	Meas Sq Ft	Base Rate	Adj Rate	Extended Value	Influ. Factor %	Value
4	BC	0	7	0	0	0.89	0	304920	1850	1647	11530	0	11530
4	CWA	0	41.55	0	0	1.02	0	1809918	1850	1887	78400	0	78400
4	CYB2	0	16.39	0	0	0.94	0	713948	1850	1739	28500	0	28500
4	MEB	0	2.61	0	0	0.98	0	113691	1850	1813	4730	0	4730
4	MOC2	0	1.59	0	0	0.81	0	69260	1850	1499	2380	0	2380
4	TY	0	7.97	0	0	1.28	0	347173	1850	2368	18870	0	18870
4	WB	0	1.42	0	0	1.11	0	61855	1850	2054	2920	0	2920
4	WKA	0	2.21	0	0	1.02	0	96267	1850	1887	4170	0	4170
5	BC	0	9.9	0	0	0.89	0	431244	1850	1647	16310	60	6520
5	CYB2	0	1.76	0	0	0.94	0	76665	1850	1739	3060	60	1220
5	HEF	0	2.22	0	0	0.5	0	96703	1850	925	2050	60	820
5	MEB	0	0.39	0	0	0.98	0	16988	1850	1813	710	60	280
71	CYB2	0	2.41	0	0	0.94	0	104979	1850	1739	4190	40	2510
82		0	1.58	0	0	1	0	68824	1850	1850	2920	100	0
9		0	1	0	0	0	0	43560	25500	25500	25500	0	23210

Land Detail Value Sum: \$186,060

Farm Land Computations (GUTS)

Parcel Acreage 100.000
81 Legal Drain NV [-] 0.000
82 Public Roads NV [-] 1.580
83 UT Towers NV [-] 0.000
9 Homesite(s) [-] 1.000
Total Acres Farmland 97.420
True Tax Value 162,850
Measured Acres 97.420
Average TTV Per Acre 1,672
True Tax Farmland Value 162,890
Classified Land Total 0.000
Homesite Value 23,210
Total Land Value 186,100

Residential Dwellings (GUTS)

Card 1

Occupancy	Single Family
Story Height	1.5
Roofing	RF-Asphalt Shingles
Attic	N
Attic Base Area	0
Attic Finished Area	0
Basement Type	BS-1/4
Basement Base Area	684
Basement Finished Area	0
Crawl Base Area	948
Total Rooms	11
Bedrooms	4
Family Rooms	1
Dining Rooms	1
Full Baths	2; 6-Fixt.
Half Baths	1; 2-Fixt.
Kitchen Sink	0; 0-Fixt.
Water Heater	1; 1-Fixt.
Central Air	Y
Heat Type	Central Warm Air
Extra Fixtures	2
Total Fixtures	11
Fireplace Openings	0
Fireplace Stacks	0
Construction	Floor Base Area (sf) Fin. Area (sf) Value
Frame	1 1894 1894 108800
Frame	2 768 768 25200
Frame	3 432 432 22400

Card 1

Features Garage- Attached- Frm/ equal 1266
 Porch- Open Frm/ equal- 1st flr 60
 Porch- Open Frm/ equal- 1st flr 200

Improvements (GUTS)

Card	Use	Const Type	Grade	Year Const	Eff Year	Cond	Features	Base Rate	Adj Rate	Area	Comp Value	Phys Depr	Obsol	Mrkt Adj	% Compl	Value
1	Residential Dwelling	Frame	C	1900	1950	Good	N	0	0	3778	133350	37	0	0	100	141400
1	Type 2 Barn	NA	D	1922	1922	Fair	Y	29.7	30.7	1440	9650	70	0	0	100	10200
1	Exterior Feature	NA	E++	2008	2008	Average	N	3400	17.71	192	1660	11	0	0	100	1800
1	Swimming Pool (R)	NA	C	2008	2008	Average	Y	0	7.57	855	1650	72	0	0	100	1700

Transfers

Transfer Date	Buyer Name	Seller Name	Type
05/15/2007	Cline, Patricia A.	Cline, Patricia A	Change Ownership
02/29/2008	Cline, Michael B.	Cline, Patricia A.	Change Ownership

Transfer History

Transfer #	Date	Type	Instrument	Instr #	Book	Page	From	To
12806	2/29/2008	Change Ownership	Quitclaim Deed	200801237			Cline, Patricia A.	Cline, Michael B.
10878	5/15/2007	Change Ownership	Affidavit of Survivorship	200702806			Cline, Patricia A	Cline, Patricia A.

Valuation

Tax Year	Homestead Land Value	Homestead Improvement Value	Residential Land Value	Residential Improvement Value	Non-residential Land Value	Non-residential Improvement Value	Total Land Value	Total Improvement Value	Total Value
2016	\$23,200	\$143,200	\$172,500	\$0	\$0	\$12,400	\$195,700	\$155,600	\$351,300
2015	\$23,200	\$138,400	\$180,400	\$0	\$0	\$12,600	\$203,600	\$151,000	\$354,600
2014	\$23,200	\$132,800	\$180,400	\$0	\$0	\$12,700	\$203,600	\$145,500	\$349,100
2013	\$23,200	\$124,800	\$154,900	\$0	\$0	\$11,900	\$178,100	\$136,700	\$314,800
2012	\$23,200	\$107,200	\$143,500	\$0	\$0	\$9,500	\$166,700	\$116,700	\$283,400
2011	\$19,600	\$110,200	\$132,100	\$0	\$0	\$8,400	\$151,700	\$118,600	\$270,300
2010	\$19,600	\$116,800	\$113,600	\$1,700	\$0	\$10,300	\$133,200	\$128,800	\$262,000

Deductions

Year	Deduction Type	Amount
2016 PAYABLE 2017	Standard Deduction \ Homestead	45,000
2016 PAYABLE 2017	Supplemental	42,490
2015 PAYABLE 2016	Standard Deduction \ Homestead	45,000
2015 PAYABLE 2016	Supplemental	40,810
2014 PAYABLE 2015	Standard Deduction \ Homestead	45,000
2014 PAYABLE 2015	Supplemental	38,850
2013 PAYABLE 2014	Standard Deduction \ Homestead	45,000
2013 PAYABLE 2014	Supplemental	36,050
2012 PAYABLE 2013	Standard Deduction \ Homestead	45,000
2012 PAYABLE 2013	Supplemental	29,890
2011 PAYABLE 2012	Standard Deduction \ Homestead	45,000
2011 PAYABLE 2012	Supplemental	29,680

Tax History

Detail:

Tax Year	Type	Category	Description	Amount	Balance Due
2016 PAYABLE 2017	Spring Tax	Tax	16/17 Spring Tax	\$1,601.26	\$0.00
2016 PAYABLE 2017	Fall Tax	Tax	16/17 Fall Tax	\$1,601.26	\$1,601.26
2015 PAYABLE 2016	Spring Tax	Tax	15/16 Spring Tax	\$1,645.51	\$0.00
2015 PAYABLE 2016	Spring Penalty	Tax	Penalty - 15/16 Spring Tax	\$164.56	\$0.00
2015 PAYABLE 2016	Fall Tax	Tax	15/16 Fall Tax	\$1,645.51	\$0.00
2015 PAYABLE 2016	Fall Tax	Tax	14/15 Fall Tax	\$1,662.65	\$0.00
2015 PAYABLE 2016	Fall Penalty	Tax	Penalty - 14/15 Fall Tax	\$166.26	\$0.00
2014 PAYABLE 2015	Spring Tax	Tax	14/15 Spring Tax	\$1,662.65	\$0.00
2014 PAYABLE 2015	Fall Tax	Tax	14/15 Fall Tax	\$1,662.65	\$1,662.65
2013 PAYABLE 2014	Spring Tax	Tax	13/14 Spring Tax	\$1,452.74	\$0.00
2013 PAYABLE 2014	Fall Tax	Tax	13/14 Fall Tax	\$1,452.74	\$0.00
2012 PAYABLE 2013	Spring Tax	Tax	12/13 Spring Tax	\$1,283.10	\$0.00
2012 PAYABLE 2013	Fall Tax	Tax	12/13 Fall Tax	\$1,283.10	\$0.00
2011 PAYABLE 2012	Spring Tax	Tax	11/12 Spring Tax	\$1,226.66	\$0.00
2011 PAYABLE 2012	Fall Tax	Tax	11/12 Fall Tax	\$1,226.66	\$0.00

Delinquent payments made after the fall due date will still show due in the year they were originally assessed. If paid, payment will show in the next tax year.

Total:

Tax Year	Amount	Balance Due
2016 PAYABLE 2017	\$3,202.52	\$1,601.26
2015 PAYABLE 2016	\$5,284.49	\$0.00
2014 PAYABLE 2015	\$3,325.30	\$1,662.65
2013 PAYABLE 2014	\$2,905.48	\$0.00
2012 PAYABLE 2013	\$2,566.20	\$0.00
2011 PAYABLE 2012	\$2,453.32	\$0.00

Payments

Detail:

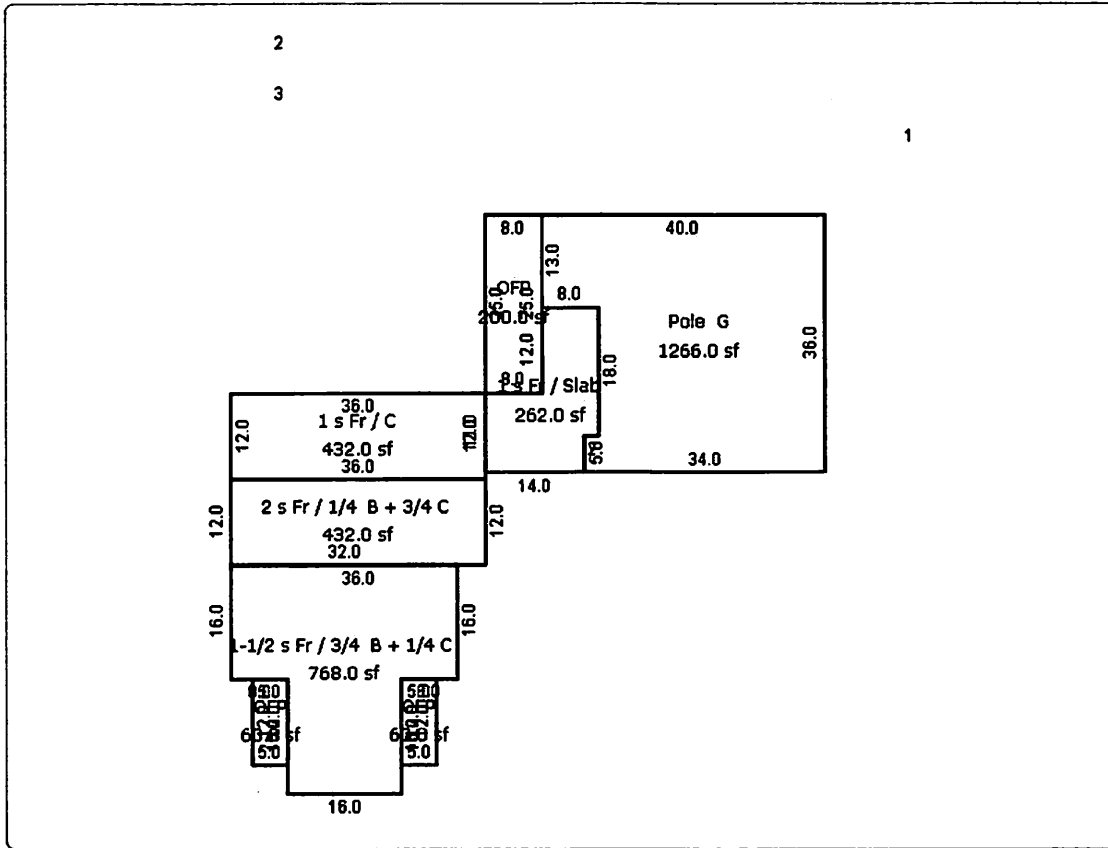
Tax Year	Payment Date	Paid By	Amount
2016 PAYABLE 2017	05/10/2017	Teresa Ann Cline	\$1,601.26
2015 PAYABLE 2016	11/10/2016	CLINE FARMS	\$1,645.51
2015 PAYABLE 2016	07/18/2016	CLINE FARMS	\$1,810.07
2015 PAYABLE 2016	05/10/2016	Cline Farms	\$1,828.91
2014 PAYABLE 2015	05/11/2015	LOCKBOX	\$1,662.65
2013 PAYABLE 2014	11/10/2014	CLINE Farms	\$1,452.74
2013 PAYABLE 2014	05/12/2014	CLINE Farms	\$1,452.74
2012 PAYABLE 2013	11/12/2013	Cline Farms	\$1,283.10
2012 PAYABLE 2013	05/10/2013	CLINE Farms	\$1,283.10
2011 PAYABLE 2012	11/13/2012	Cline Farms	\$1,226.66
2011 PAYABLE 2012	05/10/2012	Cline Farms	\$1,226.66

Total:

Tax Year	Amount
2016 PAYABLE 2017	\$1,601.26
2015 PAYABLE 2016	\$5,284.49
2014 PAYABLE 2015	\$1,662.65

Tax Year	Amount
2013 PAYABLE 2014	\$2,905.48
2012 PAYABLE 2013	\$2,566.20
2011 PAYABLE 2012	\$2,453.32

Sketches



Montgomery County, its employees, agents and personnel make no representation or warranty as to the accuracy of any information contained on this website, including without limitation, accuracy as to labeling, dimensions, contours, property boundaries, or placement or location of any map features.

Last Data Upload: 8/17/2017 1:22:16 AM



ATTACHMENT C

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the “**Agreement**”) is made as of the date of the last signatory to this Agreement set forth below (the “**Effective Date**”), by and between Michael L. Cline and Autumn L. Cline, husband and wife, or their assigns (“**Purchaser**”), and Michael B. Cline (“**Seller**”).

AGREEMENT

In consideration of the payment by Purchaser to Seller of the Purchase Price (as hereinafter defined) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants herein contained, Seller and Purchaser agree as follows:

1. **Purchase and Sale.** Purchaser hereby agrees to purchase from Seller and Seller hereby agrees to sell to Purchaser the parcel of real estate generally known as Deans Farm, which is more particularly described as State Parcel # 54-16-27-800-014-000.007 with a common address of 10796 S. 875 E. Ladoga, IN 47954, short legal of EH Seq. 27-17-3 containing 80 acres and SH SEQ 27-17-3 containing 20 acres (the “**Real Estate**”), together with all rights, privileges, interest, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, located on, attached to, or used in connection with the Real Estate; (collectively, the “**Appurtenances**”) (the Real Estate, together with the Appurtenances, being referred to herein as the “**Property**”).

2. **Earnest Money.** Within five (5) days after the Effective Date, Purchaser shall deliver the amount of \$3,000.00 (the “**Earnest Money**”). The Earnest Money shall be held in escrow subject to the terms and conditions hereinafter set forth and all interest accruing on the Earnest Money shall inure to the benefit of Purchaser. The Earnest Money shall be applied to the obligations of Purchaser at the Closing (as hereinafter defined) and shall be credited against any portion thereof payable in cash. Purchaser shall forfeit the Earnest Money to Seller if Purchaser fails or refuses to perform its obligations herein specified and all conditions and requirements of this Agreement have been satisfied. Such forfeiture of Earnest Money to Seller shall constitute liquidated damages and shall be Seller’s sole remedy at law or in equity. The Earnest Money otherwise shall be refunded or forfeited in accordance with the terms contained in this Agreement, and, if all of the terms and conditions of this Agreement are satisfied or waived and the transaction is closed, then the Earnest Money shall be applied to the Purchase Price.

3. **Purchase Price and Manner of Payment.** The purchase price for the Property (the “**Purchase Price**”) shall be an amount equal to \$7,124.00 per tillable acre. The Purchase Price, minus the Earnest Money and further subject to the adjustments and pro rations as provided herein, shall be paid by Purchaser to Seller at the Closing in cash or by certified check or cashier's check or wire transfer of federal funds.

4. **Closing.** The purchase and sale of the Property shall be consummated at a closing to be held on or before October 18, 2017. The purchase and sale of the Property shall be closed at the Title Company, or at such other location as may be mutually agreed to by the parties. The date and event of the consummation of the purchase and sale of the Property as contemplated hereby is referred to herein, respectively, as the "**Closing Date**" and the "**Closing**".

5. **Conditions Precedent to Closing.** Purchaser's obligations hereunder to purchase the Property shall be subject to Purchaser's review, approval and acceptance, in its sole and exclusive discretion, of the following conditions precedent prior to the expiration of the Inspection Period:

5.1 **Title Commitment.** As soon as practicable after the Effective Date, but in no event more than fourteen (14) days after such date, Seller, at its sole cost and expense, shall provide Purchaser with a commitment for an owner's policy of title insurance (the "**Title Commitment**"), issued by Title Company and containing the agreement of the Title Company to issue an owner's policy of title insurance (ALTA Form 1992 B) insuring fee simple title to the Property in the name of Purchaser upon delivery of a general warranty deed therefor from Seller to Purchaser. The Title Commitment shall set forth the state of title to the Real Estate, together with all exceptions or conditions to such title, including, but not limited to, all easements, restrictions, rights-of-way, covenants, reservations and all other encumbrances affecting the Real Estate which would appear in an owner's policy of title insurance issued pursuant to the Title Commitment and shall set forth the Title Company's requirements for issuing such owner's policy of title insurance with extended coverage (i.e., without standard pre-printed exceptions).

5.2 **Representations and Warranties.** All representations and warranties of Seller contained herein shall have remained true and correct as of the Closing Date and all covenants and undertakings on the part of Seller under this Agreement shall have been complied with or performed.

6. **Purchaser's Right of Entry.** Purchaser and its agents shall have the right to enter upon the Property, or any part thereof, at all reasonable times and from time to time for the purpose, at Purchaser's cost and expense, of inspecting, surveying, making engineering, soil, drainage, utility, traffic and other inspections and tests reasonably necessary to determine the sufficiency or status of the Real Estate. Purchaser shall indemnify and hold Seller harmless of and from any mechanic's, materialmen's, laborer's or artisan's liens or claims that may be filed or asserted against the Real Estate or Seller by the agents performing such work for Purchaser; provided, however, Purchaser shall not be obligated to indemnify Seller for any claim to the

extent such claim was caused by the negligence or intentional act of Seller or any of the Seller's agents as well as any claim relating to a pre-existing condition of the Real Estate and Appurtenances.

7. **Closing Adjustments and Prorations.**

7.1 **Taxes and Assessments.** Seller shall pay all real estate taxes, personal property taxes, and special assessments that are a lien upon the Property and due and payable prior to the Closing, including penalties and interest. All real estate taxes and personal property taxes assessed for and becoming a lien during the calendar year in which the Closing occurs which are not due and payable as of the Closing shall be paid in half by the Seller and half by Purchaser, to be estimated based on the taxes owed as of the most recent tax year.

7.2. **Transfer Taxes; Documentary Stamp Taxes; Gross Income Tax.**
Intentionally omitted.

7.3. **Recording Fees.** At Closing all state, county and city recording fees and costs related to the conveyance of the Property to Purchaser shall be paid equally by Seller and Purchaser.

7.4 **Insurance and Contracts.** All insurance and any contracts maintained by Seller in respect of the Property, if any, shall be paid in full and canceled as of the Closing Date, unless Purchaser provides written notice to Seller that it shall take assignment of such Contracts at Closing, whereupon Seller shall pay all amounts due under such assigned Contracts as of the Closing Date.

7.5 **Title Insurance, Survey and Closing Costs.** Buyer and Seller shall each pay $\frac{1}{2}$ of the costs associated with the Title Insurance and Search, the Survey and the Closing Costs.

With the exception of the above-mentioned closing costs, all credits to Purchaser from the closing adjustments and prorations described above or elsewhere in this Agreement shall reduce the cash portion of the Purchase Price payable at the Closing and all credits to Seller from the closing adjustments and prorations described above or elsewhere in this Agreement shall increase the cash portion of the Purchase Price payable at the Closing. All costs, expenses, bills and other obligations relating to the operation of the Property which are incurred or accrued through the Closing Date shall be the obligation of Seller.

8. **Risk of Loss, Casualty and Condemnation.** Until the purchase and sale of the

Property is consummated at the Closing and possession thereof is delivered to Purchaser, all of the costs, expenses and risks of ownership, maintenance and loss of the Property shall be borne by Seller. If, prior to Closing, the Property, or any part thereof, is taken or damaged pursuant to an exercise or threat of exercise of the power of eminent domain, fire or other casualty, the Purchase Price shall be reduced by the amount of the entire proceeds of the award or compensation payable to Seller in respect to the part so taken or damaged, or if such taking or damage materially affects Purchaser's intended development of the Property, Purchaser may terminate this Agreement and receive the prompt return of the Earnest Money.

9. **Possession**. Exclusive possession of the Property shall be delivered by Seller to Purchaser at Closing free and clear of any leases, licenses or rental agreements. Upon delivery of possession to Purchaser, the Property shall be in the same condition as it is on the date hereof, ordinary wear and tear excepted.

10. **Representations and Warranties**. As a material inducement to Purchaser for entering into this Agreement, Seller hereby represents and warrants to Purchaser as follows:

a. Seller owns good, marketable and indefeasible fee simple title to the Property and has not previously entered into any purchase agreement or option to purchase for the Property, or any part thereof, other than this Agreement and is duly authorized to sell the Property in accordance with the terms of this Agreement;

b. Seller has no knowledge and has received no notice of any violations of any laws, regulations, codes, ordinances, orders or requirements affecting the Property, including, but not limited to, applicable laws, regulations, ordinances or requirements relating to ecology, the environment, pollution, health or safety;

c. Seller has no knowledge and has received no notice of any violation of any applicable zoning ordinances or restrictions and there has been no petition for rezoning, variance or modification of commitments or conditions filed with respect to the Property which are presently pending;

d. The sale by Seller will have been approved by the United States Bankruptcy Court under Case No. 17-00014 JJG-11, which sale shall be free and clear of all liens and encumbrances pursuant to 11U.S.C. § 363

e. Seller has leased the Property to their sons, which lease shall expire on the Closing Date, subject to the lessee's rights to harvest the crops on the Property.

f. Seller has paid or will pay at Closing all real estate taxes, personal

property taxes, charges, debts and other assessments which are a lien upon the Property and due and payable prior to Closing, including penalties and interest, subject to the allocation of real estate taxes and assessments at Closing as set forth in Section 7.1;

g. To Seller's knowledge, the Property is not located within an area that has been designated by the Federal Insurance Administration, the Army Corps of Engineers, or any other governmental agency or body as being a Special Flood Hazard Area or subject to special or increased flooding hazards;

h. There will be no recorded or unrecorded liens, security interests or other encumbrances against any part of the Property which will not be satisfied at or prior to Closing except for the Permitted Exceptions;

i. Seller knows of no existing condition with respect to the Property which violates any governmental code, rule, statute, ordinance or regulation;

j. To the best of Seller's knowledge, no fact or condition exists which would result in the termination of the current access from the Property to any presently existing public right-of-way which adjoins or serves the Property or to any existing sewer or other utility facilities servicing, adjoining or situated on the Property;

k. Seller has no knowledge of any pending or contemplated change in any statute, ordinance, rule or other governmental regulation applicable to the Property; or any action pending or threatened by any governmental body, adjacent landowners or other persons, or of any condition of the Property, which would in any way limit the use of the Property or diminish its value;

l. To the knowledge of Seller, the Property has not been the site of any activity that would violate any past or present environmental law or regulation of any body or agency having jurisdiction over the Property. Specifically, but without limitation, to the knowledge of the Seller, (1) solid waste, petroleum, or petroleum products have not been handled or stored on the Property such that they may have leaked, spilled or released onto the Property or contaminated the Property, (2) there is no on-site contamination resulting from activities on the Property or adjacent tracts; and (3) the Property contains no "hazardous materials" which shall mean any petroleum products, flammables, explosives, radioactive materials, asbestos, radon, or other hazardous waste, including, without limitation, substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability, Act of 1980; the Hazardous Materials Transportation Act;

and the Resources Conversation and Recovery Act, and any other material or substance whose use, storage, or disposal is regulated by law;

m. Seller represents and warrants that Seller is not required to furnish Purchaser with a Disclosure Statement pursuant to Indiana Code § 13-25-3-1 et. seq., Indiana's Responsible Property Transfer Law ("IRPTL"), because to the best of Seller's knowledge and belief, the Property is exempt from the provisions of the law or (a) the Property does not contain any hazardous chemical or material; (b) the Property does not contain any underground storage tanks which are or have been utilized to hold petroleum or other regulated substances; and (c) the Property is not listed on the Comprehensive Environmental Response, Compensation and Liability Information System. If Seller learns that the Property comes within the terms of IRPTL after the Effective Date, then Seller shall provide to Purchaser the required disclosure document and comply with all other parts of the law;

n. Seller shall observe and perform all of its covenants contained and set forth in this Agreement.

Each of the foregoing representations and warranties shall be and remain true at and as of the Closing Date and shall survive the Closing Date. If (A) any of Seller's representations and warranties set forth in this Section are untrue in any material respect, or (B) at any time at or before Closing there is any material change with respect to the matters represented and warranted by Seller pursuant to this Section, then Seller shall give Purchaser prompt written notice thereof, and Purchaser shall have the right to terminate this Agreement by delivering notice to Seller at any time within fifteen (15) days after Purchaser's receipt of such notice.

11. **Seller's Covenants.** Seller covenants and agrees that from the Effective Date until the Closing Date, the termination of this Agreement or such later date as may be hereafter provided:

a. Seller shall not, and Seller shall not permit any current occupant to, enter into any new undertakings, easements or agreements relating to or encumbering the Property;

b. Seller shall cause the Property to be maintained in the same condition that it currently exists, including maintaining the Property in such a manner that it complies with all applicable laws, ordinances, rules and regulations which affect the Property and Seller shall not commit or permit to be committed any waste to the Property;

c. Seller shall not, and Seller shall not permit any occupant to, enter into any

contract, agreement or option granting to any party the right to purchase the Property or alienate, lien, encumber or otherwise transfer the Property or any part thereof or any interest therein;

d. Seller shall not file, or permit any occupant to file, any petitions or request for rezoning, variance, or modification of commitments or conditions with respect to the Property; and

e. Seller shall not take, or omit to take any action that would have the effect of violating any of the representations, warranties, covenants, and agreements of Seller contained in this Agreement.

12. **Seller's Obligations at Closing.** At Closing, Seller agrees to deliver to Purchaser in accordance with the terms of this Agreement the following:

a. A duly authorized and executed Debtor In Possession Deed in recordable form conveying good and marketable title to the Property subject only to Permitted Exceptions, unless otherwise agreed in writing by Purchaser, together with all authority documents;

b. A duly authorized and executed Vendor's Affidavit in the form approved by the Title Company;

c. Exclusive possession and occupancy of the Property;

d. Seller shall furnish Purchaser with an affidavit in a form satisfactory to Purchaser stating that Seller is not a "**Foreign Person**" as such term is used in § 1445 of the Internal Revenue Code;

e. A duly authorized and executed sales disclosure statement, as required by I.C. § 6-1.1-5.5, et seq., (the "**Sales Disclosure Statement**");

f. A bill of sale conveying to the Purchaser the personal property, if any;

g. A counterpart of a closing statement (the "**Closing Statement**") summarizing all adjustments in respect of the Purchase Price made at the Closing;

h. All other documentation which may be reasonably required by the title insurance company in order to insure Purchaser with good and marketable title to the Property which can be furnished by Seller without material cost or expense; and

i. All other necessary documents to complete the transaction contemplated by this Agreement.

All of the documents and instruments required pursuant to this Paragraph or otherwise in connection with the consummation of this Agreement shall be in a form and manner reasonably satisfactory to Purchaser.

13. **Purchaser's Obligations at Closing.** At Closing, Purchaser agrees to deliver to Seller:

a. The balance of the Purchase Price, less the Earnest Money, subject to the Closing adjustments and prorations provided herein;

b. A counterpart of the Closing Statement and Sales Disclosure Statement.

14. **Use of Brokers.** Seller and Purchaser represent and warrant to one another that neither have contracted nor dealt with any other real estate broker, finder or other person with respect to this Agreement or the transactions contemplated hereby; and, insofar as they know, no other real estate broker or other person claiming through either Seller or Purchaser is entitled to any commission or finder's fee in any such connection, whether as the "procuring cause" or otherwise. Purchaser and Seller each agree to indemnify and hold harmless one another against any loss, liability, damage or claim incurred by reason of any brokerage commission or finder's fee alleged to be payable because of the indemnifying party's representation in this Paragraph being untrue. Such indemnity obligation shall be deemed to include the payment of reasonable attorneys' fees and court costs incurred in defending any such claim.

15. **Default.** In the event the purchase and sale contemplated by this Agreement is not consummated due to the breach hereof or default hereunder by Purchaser ("**Purchaser's Default**"), the Earnest Money shall be forfeited to Seller as full liquidated damages and Seller shall have no further rights to any claim at law or in equity, and this Agreement shall be of no further force or effect. Seller and Purchaser expressly recognize the difficulty of precisely ascertaining the amount of damages to Seller in the event of a default by Purchaser hereunder and declare and agree that the liquidated damages set forth herein represent reasonable damages to Seller.

In the event the purchase and sale contemplated by this Agreement is not consummated due to the breach hereof or default hereunder by Seller, or if any representation or warranty made herein is materially untrue or breached as of the Closing Date ("**Seller's Default**"), then the Earnest Money, shall be returned immediately to Purchaser, and Purchaser may thereupon avail

itself of any and all remedies at law or in equity, including, but not limited to, a suit for specific performance of this Agreement or for damages for the breach of this Agreement or any of the representations or warranties set forth herein. Additionally, if at any time prior to Closing, Seller shall fail to pay any charges, costs, expenses, taxes or assessments required hereunder which arise from or relate to its ownership or operation of the Property, Purchaser, upon written notice to Seller, may, but is not required to, pay such charges, costs, expenses, taxes or assessments and the costs thereof shall be deducted from the Purchase Price, as applicable.

In the event the purchase and sale contemplated by this Agreement is not consummated due to the failure, without fault on the part of either party, to satisfy the conditions set forth herein, then the Earnest Money, together with all interest earned thereon, shall be returned immediately to Purchaser, and this Agreement shall terminate without further liability on the part of the other party and shall be of no further force or effect.

16. **Notices.** All notices, requests, demands, consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly and properly given on the date of service if (i) delivered personally, or (ii) deposited with a nationally recognized overnight courier for next day delivery, or (iii) sent by telefax during business hours of any business day, in which case notice shall be deemed given upon receipt of a verification of transmission of such notice, addressed appropriately as follows:

If to Seller:

Michael B Cline
10796 S. Co. Rd.875 E.
Ladoga, IN 47954

If to Purchaser:

Michael L. Cline and Autumn L. Cline
4136 S. 625 E.
New Ross, IN 47968

Either party may change its address for purposes of this Paragraph by giving the other party written notice of the new address in the manner set forth above.

17. **Assignment.** Purchaser may freely assign its interest in this Agreement to any person or entity or may nominate any such person or entity to receive title to the Property pursuant to this Agreement without the consent of Seller.

18. **Survival.** All representations, warranties and covenants of Seller made herein

shall be and remain true at the time of the Closing and shall survive the Closing and the conveyance of the Property to Purchaser.

19. **Binding on Successors.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, executors, successors and assigns.

20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

21. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

22. **Modification.** This Agreement may not be changed or modified except by an agreement in writing signed by the party sought to be charged with such modification.

23. **Waiver.** No failure on the part of either party to exercise any power or right given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof; provided, however, that either party may, at its sole option, waive in writing, any requirement, covenant or condition herein established for the benefit of such party without affecting any of the other terms or provisions of this Agreement. No delay on the part of either party in the exercise of any power or right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any other power or right. All rights and remedies existing under this Agreement shall be cumulative and shall be in addition to those otherwise provided by law.

24. **Captions.** The captions of the various paragraphs herein contained are solely for the convenience of the various parties hereto and shall not be construed to interpret or limit the content of any provision or paragraph of this Agreement.

25. **Time of Essence.** Time is of the essence under this Agreement.

26. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties hereto and supersedes all prior discussions, agreements, writings and representations between Seller and Purchaser with respect to the Property and the transaction contemplated herein.

27. **Miscellaneous.** (a)The Seller is retaining all rent on the Property for 2017; (b) this Agreement is subject to the Seller entering into a lease, joint venture or other arrangement for farming the Property in the future, and (c) that the Seller shall be granted a lease to remain in their homes, under such terms and conditions mutually agreeable to Sellers and Buyer.

28. **2017 Crop Ownership.** The 2017 crops growing on the Property are retained by the Sellers or their Tenants. Termination of any tenant’s rights or interest in the Property shall end with the harvest of the crop. Sellers shall notify the Tenant of this condition upon acceptance of this Agreement.

29. **Financing Contingency.** The Buyer(s) represent(s) that Buyer is applying for financing to consummate this Agreement. The Buyer agrees and acknowledges that the Financing Contingency must be resolved on or before October 1, 2017.

IN WITNESS WHEREOF, Seller and Purchaser have executed this Agreement as of the dates set forth below.

"PURCHASER"

Dated: _____

Michael L. Cline

Autumn L. Cline

"SELLER"

Dated: _____

Michael B. Cline

ATTACHMENT D

Label Matrix for local noticing
0756-1
Case 17-00014-JJG-11
Southern District of Indiana
Indianapolis
Wed Aug 23 13:40:04 EDT 2017

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c/o W. Randall Kammeyer, Esq.
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Fort Wayne, IN 46802-2487

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AT&T
P.O. Box 8100
Aurora, IL 60507-8100

AT&T Universal Card - Citi
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Sioux Falls, SD 57117-6500

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Booth Machinery Sales, Inc.
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Crawfordsville, IN 47933-7902

Brennan & Clark, Ltd.
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Productivity Plus
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CNH Industrial Capital America LLC
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c/o Ascension Capital Group
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Capital One Auto Finance, c/o Ascension Capi
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Wilmington, DE 19850-5123

Chase Ink
P.O. Box 15123
Wilmington, DE 19850-5123

Chase Slate
P.O. Box 15123
Wilmington, DE 19850-5123

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Waynetown, IN 47990-8189

Claude and Audrey Barker
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Ladoga, IN 47954-8003

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Deere Credit, Inc. d/b/a John Deere Financia
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Johnston, IA 50131-6600

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New Albany, OH 43054-3025

Discover Card
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Salt Lake City, UT 84130-0421

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New Ross, IN 47968

Everett Bamish
Estate of Carolyn Bamish
Estate of Mary E. Bamish
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New Ross, IN 47968-8043

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Indiana Soybean Alliance, Inc.
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Indianapolis, IN 46204-5120

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Seattle, WA 98124-1526

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Logansport, IN 46947-3159

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Pinnacle Agriculture Distribution, Inc. d/b/
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Cleveland, MS 38732-2365

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Sheridan, IN 46069-8400

SCI Leasing Group
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Sheridan, IN 46069-8400

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Cleveland, OH 44101-0065

The Huntington National Bank
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Cleveland, OH 44101-6424

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Indianapolis, IN 46204-1982

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Lehigh Valley, PA 18002-5084

Vectren Energy Delivery
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Minneapolis, MN 55415

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(u)Indiana Soybean Alliance, Inc.

(u)Metropolitan Life Insurance Company

(u)Pinnacle Agriculture Distribution, Inc.

(u)Tri-County Bank & Trust Co.

(u)Wells Fargo Bank, National Association

(u)Dennis and Janet O'Hair

End of Label Matrix	
Mailable recipients	84
Bypassed recipients	7
Total	91

Label Matrix for local noticing
0756-1
Case 17-00013-JJG-11
Southern District of Indiana
Indianapolis
Wed Aug 23 13:41:06 EDT 2017

CNH Capital America, LLC
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Ice Miller
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Cincinnati, OH 45274-0312

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2645 East US Hwy 136
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Pinnacle Agriculture Distribution, Inc. d/b/
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Cleveland, MS 38732-2365

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Power Train
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Republic Services
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Pimento, IN 47866-9734

Rich Wallace
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Roachdale Building Supplies
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P.O. Box 315
Roachdale, IN 46172-0315

SCI Leasing Group
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Sheridan, IN 46069-8400

Stone House Farms
8010 East 1100 South
Ladoga, IN 47954-7232

Taylor Chadd Minnette Schnedier Clutter
105 N. Washington Street
Crawfordsville, IN 47933-1734

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Town of Ladoga
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Ladoga, IN 47954-0187

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Indianapolis, IN 46204-1982

UPS
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Vectren Energy Delivery
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Minneapolis, MN 55479-0001

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Michael B. Cline
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Ladoga, IN 47954

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)First Farmers Bank & Trust

(u)Indiana Soybean Alliance, Inc.

(u)Metropolitan Life Insurance Company

(u)Pinnacle Agriculture Distribution, Inc.

(u)Tri-County Bank & Trust Co.

(u)Wells Fargo Bank, National Association

(u)AT & T
P.O. Box 5014
IL 60167

(u)Dennis and Janet O'Hair

End of Label Matrix
Mailable recipients 68
Bypassed recipients 8
Total 76