

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  
(Arnold; Farm Number 6954 7028)  
(Wallace; Farm Number 3647 4692)**

Allen L. Cline and Michael B. Cline, debtors and debtors-in-possession in these jointly administered cases (the "Debtors"), along with Teresa A. Cline and Kimberly A. Cline, 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 ARNOLD'S

11. The Debtors (Allen and Mike) own two parcels of real estate farm land in Montgomery County, In., which is comprised of approximately 52 acres and 8 acres of tillable land ("Arnold's"). The Debtors and the Cline family have always farmed Arnold's tillable acres, are farming it currently and plan on farming it in the future. Arnold's is more particularly described as follows: see **Attachment B** (the GIS report for the 8 acre parcel is not current as it does not reflect yet a sale to the Debtors and a division of the 10 acre parcel to an 8 and a 2 acre parcel).

12. On August 23, 2017, the Debtors entered into a certain Agreement to Purchase Real Estate (the "Agreement") whereby the Debtors agreed to sell Arnold's to Kyle Cline and Tori Cline (the "Purchasers") for \$422,381.96 (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 Arnold'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 Arnold's, after closing of this sale and it is anticipated 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 Arnold's "as-is." The Debtors shall keep the 2017 crop lease income.

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) \$8,242.13. The anticipated net proceeds due the estate are \$414,139.83. 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 Arnold'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).<sup>1</sup>

19. Pursuant to this Sale Motion, the Debtors seek an order to approve and authorize a sale of Arnold's via private sale as a legal, valid, and effective transfer of Arnold's which will vest the Purchasers with all right, title, and interest in Arnold'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 Arnold'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 Arnold's) for approximately \$7,124.65/tillable acre (this is subject of a companion motion).

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<sup>1</sup> 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.

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 Mike'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 Allen's farm for \$7,124.00/tillable acre (this is subject of a companion motion).

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 Arnold'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 Arnold'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 Ground by private sale to pay off (or very nearly so) all creditors. This would avoid a prolonged (and prohibitively expensive) litigation concerning §1129(b) cram down, the time associated therewith, and the costs of an auction.

25. It is submitted that the price received for Arnold's is comparable to if not equal to any arms-length transaction for Arnold'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 collected<sup>2</sup>, 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

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<sup>2</sup> 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).

not finally determined) likely total approximately \$2,500,000.00. The Debtors are seeking to pay all secured creditors secured on real estate in this estate in full (approximately \$10,000,000.00) at the various closings proposed, with remaining funds (for administrative claims, priority claims and unsecured claims) to be held in trust pending further order of this Court.

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.

#### **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 Arnold'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 Arnold’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.

F. The Internal Revenue Service (the “IRS”) has filed four liens in Putnam and Montgomery Counties on September 26, 2016 against Allen L. Cline and Teresa A. Cline only. If validly perfected, the liens would attach to all the Farm Land being sold, with the exception of the 40 acre parcel in Boone County, In. The IRS lien details are attached to the IRS proof of claim filed on February 1, 2017. The amounts of the lien have been substantially reduced by prior sales of vehicles in the jointly administered In Re Cline Transport, Inc. case. The Individual Debtors estimate the current balance due under the liens is \$315,031.76.

30. MetLife has a first priority lien on Arnold’s. Wells Fargo has a second priority lien on Arnold’s. The IDR/IRS liens have a third priority.

31. The liens of the IDR and the IRS would appear to be third priority liens on the Arnold’s. Given the number of liens filed by the IDR and IRS at about the same period in time, the Debtors are not able at this point to provide an opinion on the priority of liens. The Debtors do however estimate enough funds are available from the sale of Farm Land to more than pay off any and all such liens, presuming the amounts stated herein as the balance for such liens is approximately correct.

32. 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**

33. 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).

34. 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.

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

36. 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 Arnold'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 the Arnold's will be deemed to have consented to the sale thereby satisfying §363(f)(2).

37. 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.

38. 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 Arnold'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.

39. The Debtors also request that if no objections are filed or pending at the time of hearing on this 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 Arnold'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

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**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 (Arnold's; Farm Number 6954 7028) (Wallace; Farm Number 3647 4692)* 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](mailto:ustpreion10.in.ecf@usdoj.gov)
- **Ronald J. Moore** — [ronald.moore@usdoj.gov](mailto:ronald.moore@usdoj.gov)
- **Jay Jaffe** — [jay.jaffe@faegrebd.com](mailto:jay.jaffe@faegrebd.com)
- **Weston E. Overturf** — [woverturf@boselaw.com](mailto:woverturf@boselaw.com)
- **Elizabeth M. Little** — [elizabeth.little@faegrebd.com](mailto:elizabeth.little@faegrebd.com)
- **Kayla D. Britton** — [kayla.britton@faegrebd.com](mailto:kayla.britton@faegrebd.com)
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- **Whitney L. Mosby** — [wmosby@bgdlegal.com](mailto:wmosby@bgdlegal.com)
- **Scott R. Leisz** — [sleisz@bgdlegal.com](mailto:sleisz@bgdlegal.com)
- **James E. Carlberg** — [jcarlberg@boselaw.com](mailto:jcarlberg@boselaw.com)
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- **W. Randall Kammeyer** — [wrkammeyer@hawkhaynie.com](mailto:wrkammeyer@hawkhaynie.com)
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- **Michael J. Hebenstreit** — [mjh@whzlaw.com](mailto:mjh@whzlaw.com)
- **Heather M. Crockett** — [heather.Crockett@atg.in.gov](mailto:heather.Crockett@atg.in.gov)
- **Karen L. Lobring** — [lobring@msn.com](mailto:lobring@msn.com)
- **Harley K. Means** — [HMeans@kgrlaw.com](mailto:HMeans@kgrlaw.com)
- **James G. Lauck** — [JLauck@kgrlaw.com](mailto:JLauck@kgrlaw.com)

- **Rachana Fischer** — Rachana.Fischer@usdoj.gov
- **Chris Shelby** – cshelby@comcast.net
- **Andrew Kight** – akight@jkhlegal.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., 5<sup>th</sup> 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
			<b>40</b>	<b>39.83</b>				

**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
<b>25</b>	<b>17</b>	<b>4</b>	<b>76.64</b>	<b>181.71</b>	<b>F6241 T7026</b>	<b>15-25-100-001.000-020</b>	<b>54-15-25-100-001.000-020</b>	<b>Young Farm</b>
<b>25</b>	<b>17</b>	<b>4</b>	<b>118.807</b>			<b>15-25-500-002.003-020</b>	<b>54-15-25-500-002.003-020</b>	<b>Young Farm</b>
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
<b>29</b>	<b>17</b>	<b>3</b>	<b>34.26</b>	<b>92.34</b>	<b>F4963 T3380</b>	<b>16-29-300-003.000-007</b>	<b>54-16-29-300-003.000-007</b>	<b>Houser</b>
<b>30</b>	<b>17</b>	<b>3</b>	<b>62.47</b>			<b>16-30-400-009.002-007</b>	<b>54-16-30-400-009.002-007</b>	<b>Houser</b>
30	17	3	13.75	7.00		16-30-400-009.000-007	54-16-30-400-009.000-007	Dennis O'Hair
<b>30</b>	<b>17</b>	<b>3</b>	<b>77.21</b>	<b>72.25</b>	<b>F6951 T3375</b>	<b>16-30-400-010.000-007</b>	<b>54-16-30-400-010.000-007</b>	<b>Harvey Long</b>
33	17	3	16.97	13.66	F6906 T7623	16-33-100-001.000-007	54-16-33-100-001.000-007	Jerry Crawfords
28	17	3	3.00			16-28-400-014.000-007	54-16-28-400-014.000-007	Jerry Crawfords
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
			<b>1812.86</b>	<b>1710.12</b>				

**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
			<b>315.15</b>	<b>272.38</b>				

**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 9: (DEED DOC. #200801235)

PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 17 NORTH, RANGE 4 WEST, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID WEST HALF OF SAID NORTHEAST QUARTER, AT AN IRON PIPE AND RUNNING THENCE WEST ALONG THE SOUTH LINE OF SAID HALF QUARTER SECTION, 13 CHAINS AND 60 LINKS TO AN IRON BOLT; THENCE NORTH 18 CHAINS AND 24 LINKS TO A STAKE; THENCE ON A COURSE SOUTH OF EAST 13 CHAINS AND 48 LINKS TO A STONE LOCATED ON THE EAST LINE OF SAID WEST HALF OF SAID NORTHWEST QUARTER AT A POINT 17 CHAINS AND 91 LINKS NORTH OF THE SOUTHEAST CORNER AFORESAID; THENCE SOUTH ALONG SAID EAST LINE 17 CHAINS AND 91 LINKS TO THE PLACE OF BEGINNING, CONTAINING 24.63 ACRES, MORE OR LESS.

ALSO:

PART OF THE WEST HALF OF THE NORTHEAST QUARTER AND PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP AND RANGE AFORESAID, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT MARKED BY AN IRON BOLT ON THE SOUTH LINE OF SAID WEST HALF OF SAID NORTHEAST QUARTER 13 CHAINS AND 60 LINKS WEST OF THE SOUTHEAST CORNER OF SAID WEST HALF OF SAID NORTHEAST QUARTER AND RUNNING THENCE NORTH 18 CHAINS AND 24 LINKS TO A STAKE; THENCE ON A COURSE NORTH OF WEST, 6 CHAINS AND 52 LINKS TO A STAKE ON THE LINE DIVIDING SAID NORTHEAST QUARTER FROM SAID NORTHWEST QUARTER AT A POINT 20 CHAINS AND 87 LINKS SOUTH OF THE NORTH LINE OF SAID SECTION; THENCE NORTH ALONG SAID DIVIDING LINE 20 CHAINS 87 LINKS TO A STONE ON SAID NORTH LINE; THENCE WEST ALONG SAID NORTH LINE 7 CHAINS AND 73 LINKS TO A STAKE; THENCE SOUTH 37 CHAINS AND 37 1/2 LINKS, TO AN IRON BOLT, IN THE CENTER OF THE RIGHT OF WAY OF THE CHICAGO, INDIANAPOLIS AND LOUISVILLE RAILROAD; THENCE SOUTH 29 DEGREES EAST ALONG THE CENTER LINE OF SAID RIGHT OF WAY 2 CHAINS AND 25 LINKS, TO AN IRON BOLT AT THE POINT OF INTERSECTION OF SAID CENTER LINE, WITH THE SOUTH LINE OF THE SAID EAST HALF OF SAID NORTHWEST QUARTER SECTION; THENCE EAST ALONG SAID SOUTH LINE 13 CHAINS AND 25 LINKS TO THE PLACE OF BEGINNING, CONTAINING 42.26 ACRES, MORE OR LESS.

EXCEPT, THE FOLLOWING DESCRIBED TRACTS:

PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP AND RANGE AFORESAID, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 1180.6 FEET WEST OF THE EAST LINE OF SAID WEST HALF AND RUNNING THENCE NORTHERLY 298 FEET; THENCE WEST 112 FEET; THENCE SOUTHERLY 298 FEET; THENCE EAST 112 FEET, TO THE PLACE OF BEGINNING, CONTAINING .77 ACRES, MORE OR LESS.

ALSO EXCEPT, PART OF THE WEST HALF OF THE NORTHEAST QUARTER AND PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP AND RANGE AFORESAID, DESCRIBED AS FOLLOWS:

BEGINNING 1292.6 FEET WEST OF THE SOUTHEAST CORNER OF SAID WEST HALF AND RUNNING NORTHERLY 298 FEET; THENCE EAST 112 FEET; THENCE NORTHERLY 50 FEET; THENCE WESTERLY 398 FEET; THENCE SOUTHERLY 356 FEET; THENCE EAST 293 FEET TO THE PLACE OF BEGINNING, CONTAINING 2.48 ACRES, MORE OR LESS.

ALSO EXCEPT, PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP AND RANGE AFORESAID, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 1585.6 FEET WEST OF THE SOUTHEAST CORNER OR THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE NORTHERLY 356 FEET; THENCE WEST 260.5 FEET; THENCE SOUTH 226 FEET TO THE CENTER OF THE RIGHT OF WAY OF THE CHICAGO, INDIANAPOLIS AND LOUISVILLE RAILROAD; THENCE SOUTH 29 DEGREES EAST ALONG THE CENTER LINE OF SAID RIGHT OF WAY 148.5 FEET TO THE SOUTH LINE OF SAID EAST HALF; THENCE EAST 188.2 FEET TO THE PLACE OF BEGINNING, CONTAINING 2.02 ACRES, MORE OR LESS.

ALSO EXCEPT, PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 17 NORTH, RANGE 4 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID WEST HALF AND RUNNING THENCE NORTH 800.0 FEET TO AN IRON PIN; THENCE SOUTH 89 DEGREES 08 MINUTES 20 SECONDS WEST 382.0 FEET TO AN IRON PIN; THENCE SOUTH 800.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 08 MINUTES 20 SECONDS EAST 382.0 FEET TO THE PLACE OF BEGINNING, CONTAINING 7.016 ACRES, MORE OR LESS, SUBJECT TO THE PUBLIC HIGHWAY RIGHT-OF-WAY ALONG THE SOUTH SIDE.

ALL IN MONTGOMERY COUNTY, INDIANA.

# Beacon™ Montgomery County, IN

## Summary

Parcel Number 15-01-900-012.000-020  
 Alternate ID 016-01019-03  
 Map# 8  
 Property Address 640 S  
 NEW ROSS  
 Sec/Twp/Rng 1 / 17 / 4  
 Tax Set SCOTT TOWNSHIP  
 Subdivision n/a  
 Brief Tax Description PT WH NEQ & PT EH NWQ 1-17-4 52.294 A  
 (Note: Not to be used on legal documents)  
 Book/Page n/a  
 Acres 52.294  
 Class 100 VACANT AGRICULTURAL-100

## Owners

Deeded Owner  
 CLINE MICHAEL B &  
 ALLEN L UNDIV 1/2 INT EACH  
 12161 N COUNTY ROAD 650 E  
 ROACHDALE, IN 46172-9362

## Land (GUTS)

Land Type	Soil ID	Actual Front	Acreeage	Effect. Front	Effect. Depth	Product. Factor	Depth Factor	Meas Sq Ft	Base Rate	Adj Rate	Extended Value	Influ. Factor %	Value
4	CZ	0	1.882	0	0	1.28	0	81979	1850	2368	4460	0	4460
4	FGB2	0	12.025	0	0	0.94	0	523809	1850	1739	20910	0	20910
4	MS	0	0.745	0	0	0.51	0	32452	1850	944	700	0	700
4	SRA	0	36.335	0	0	1.06	0	1582752	1850	1961	71250	0	71250
6	FGB2	0	1.067	0	0	0.94	0	46478	1850	1739	1860	80	370
82		0	0.24	0	0	1	0	10454	1850	1850	440	100	0

Land Detail Value Sum: \$97,690

## Farm Land Computations (GUTS)

Parcel Acreage 52.294  
 81 Legal Drain NV [-] 0.000  
 82 Public Roads NV [-] 0.240  
 83 UT Towers NV [-] 0.000  
 9 Homesite(s) [-] 0.000  
 Total Acres Farmland 52.054  
 True Tax Value 97,690  
 Measured Acres 52.054  
 Average TTV Per Acre 1,877  
 True Tax Farmland Value 97,710  
 Classified Land Total 0.000  
 Homesite Value 0  
 Total Land Value 97,700

## Transfers

Transfer Date	Buyer Name	Seller Name	Type
01/14/2004	Arnold, John Robert	Cline, Harold L & Patricia A	Split Property
01/14/2004	Cline, Harold L & Patricia A	Cline, Harold L & Patricia A	Split Property
02/29/2008	Cline, Michael B. & Allen L. undiv 1/2 int. each	Cline, Patricia A	Change Ownership

## Transfer History

Transfer #	Date	Type	Instrument	Instr #	Book	Page	From	To
12829	2/29/2008	Change Ownership	Quitclaim Deed	200801235			Cline, Patricia A	Cline, Michael B. & Allen L. undiv 1/2 int. each
2728	1/14/2004	Split Property	Warranty Deed	200400296			Cline, Harold L & Patricia A	Cline, Harold L & 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	\$0	\$0	\$103,500	\$0	\$0	\$0	\$103,500	\$0	\$103,500
2015	\$0	\$0	\$108,300	\$0	\$0	\$0	\$108,300	\$0	\$108,300
2014	\$0	\$0	\$108,300	\$0	\$0	\$0	\$108,300	\$0	\$108,300
2013	\$0	\$0	\$92,900	\$0	\$0	\$0	\$92,900	\$0	\$92,900
2012	\$0	\$0	\$86,100	\$0	\$0	\$0	\$86,100	\$0	\$86,100
2011	\$0	\$0	\$154,700	\$0	\$0	\$0	\$154,700	\$0	\$154,700
2010	\$0	\$0	\$133,100	\$0	\$0	\$0	\$133,100	\$0	\$133,100

**Tax History****Detail:**

Tax Year	Type	Category	Description	Amount	Balance Due
2016 PAYABLE 2017	Spring Tax	Tax	16/17 Spring Tax	\$761.75	\$0.00
2016 PAYABLE 2017	Fall Tax	Tax	16/17 Fall Tax	\$761.75	\$761.75
2015 PAYABLE 2016	Spring Tax	Tax	15/16 Spring Tax	\$800.11	\$0.00
2015 PAYABLE 2016	Spring Penalty	Tax	Penalty - 15/16 Spring Tax	\$80.02	\$0.00
2015 PAYABLE 2016	Fall Tax	Tax	14/15 Fall Tax	\$810.52	\$0.00
2015 PAYABLE 2016	Fall Tax	Tax	15/16 Fall Tax	\$800.11	\$0.00
2015 PAYABLE 2016	Fall Penalty	Tax	Penalty - 14/15 Fall Tax	\$81.06	\$0.00
2014 PAYABLE 2015	Spring Tax	Tax	14/15 Spring Tax	\$810.52	\$0.00
2014 PAYABLE 2015	Fall Tax	Tax	14/15 Fall Tax	\$810.52	\$810.52
2013 PAYABLE 2014	Spring Tax	Tax	13/14 Spring Tax	\$710.19	\$0.00
2013 PAYABLE 2014	Fall Tax	Tax	13/14 Fall Tax	\$710.19	\$0.00
2012 PAYABLE 2013	Spring Tax	Tax	12/13 Spring Tax	\$646.31	\$0.00
2012 PAYABLE 2013	Fall Tax	Tax	12/13 Fall Tax	\$646.31	\$0.00
2011 PAYABLE 2012	Spring Tax	Tax	11/12 Spring Tax	\$1,139.43	\$0.00
2011 PAYABLE 2012	Fall Tax	Tax	11/12 Fall Tax	\$1,139.43	\$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	\$1,523.50	\$761.75
2015 PAYABLE 2016	\$2,571.82	\$0.00
2014 PAYABLE 2015	\$1,621.04	\$810.52
2013 PAYABLE 2014	\$1,420.38	\$0.00
2012 PAYABLE 2013	\$1,292.62	\$0.00
2011 PAYABLE 2012	\$2,278.86	\$0.00

**Payments****Detail:**

Tax Year	Payment Date	Paid By	Amount
2016 PAYABLE 2017	05/10/2017	Teresa Ann Cline	\$761.75
2015 PAYABLE 2016	11/10/2016	CLINE FARMS	\$800.12
2015 PAYABLE 2016	07/18/2016	CLINE FARMS	\$880.12
2015 PAYABLE 2016	05/10/2016	Cline Farms	\$891.58
2014 PAYABLE 2015	05/11/2015	LOCKBOX	\$810.52
2013 PAYABLE 2014	11/10/2014	CLINE Farms	\$710.19
2013 PAYABLE 2014	05/12/2014	CLINE Farms	\$710.19
2012 PAYABLE 2013	11/12/2013	Cline Farms	\$646.31
2012 PAYABLE 2013	05/10/2013	CLINE Farms	\$646.31
2011 PAYABLE 2012	05/10/2012	Cline Farms	\$1,098.72
2011 PAYABLE 2012	05/02/2012	CATING BRETT	\$1,180.14

**Total:**

Tax Year	Amount
2016 PAYABLE 2017	\$761.75
2015 PAYABLE 2016	\$2,571.82
2014 PAYABLE 2015	\$810.52
2013 PAYABLE 2014	\$1,420.38
2012 PAYABLE 2013	\$1,292.62
2011 PAYABLE 2012	\$2,278.86



No data available for the following modules: Homestead Verification, Residential Dwellings (GUTS), Improvements (GUTS), Deductions, Sketches.

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# Beacon™ Montgomery County, IN

## Summary

**Parcel Number** 09-36-300-024.000-032  
**Alternate ID** 026-22005-00  
**Map #** 9  
**Property Address** 5703 S 1050 E  
 NEW ROSS  
**Sec/Twp/Rng** 36 / 18 / 3  
**Tax Set** WALNUT  
**Subdivision** n/a  
**Brief Tax Description** PT WH 36-18-3 10 A  
 (Note: Not to be used on legal documents)  
**Book/Page** n/a  
**Acres** 10.000  
**Class** 101 AG CASH GRAIN/GENERAL FARM-101

## Owners

**Deeded Owner**  
 WALLACE RICHARD A JR  
 5703 S 1050 E  
 NEW ROSS, IN 47968

## Homestead Verification

Homestead Deduction has been VERIFIED

## Land (GUTS)

Land Type	Soil ID	Actual Front	Acreage	Effect. Front	Effect. Depth	Product. Factor	Depth Factor	Meas Sq Ft	Base Rate	Adj Rate	Extended Value	Influ. Factor %	Value
4	MEB	0	0.758	0	0	0.98	0	33018	1850	1813	1370	0	1370
4	SRA	0	5.641	0	0	1.06	0	245721	1850	1961	11060	0	11060
4	WDA	0	1.66	0	0	1.06	0	72309	1850	1961	3260	0	3260
71	SRA	0	0.83	0	0	1.06	0	36154	1850	1961	1630	40	980
82		0	0.11	0	0	1	0	4791	1850	1850	200	100	0
9		0	1	0	0	0	0	43560	29000	29000	29000	0	24650

Land Detail Value Sum: \$41,320

## Farm Land Computations (GUTS)

**Parcel Acreage** 10.000  
**81 Legal Drain NV [-]** 0.000  
**82 Public Roads NV [-]** 0.110  
**83 UT Towers NV [-]** 0.000  
**9 Homesite(s) [-]** 1.000  
**Total Acres Farmland** 8.890  
**True Tax Value** 16,670  
**Measured Acres** 8.889  
**Average TTV Per Acre** 1,875  
**True Tax Farmland Value** 16,670  
**Classified Land Total** 0.000  
**Homesite Value** 24,650  
**Total Land Value** 41,400

## Residential Dwellings (GUTS)

Card 1

Occupancy	Single Family
Story Height	1
Roofing	RF-Metal
Attic	N
Attic Base Area	0
Attic Finished Area	0
Basement Type	BS-None
Basement Base Area	0
Basement Finished Area	0
Crawl Base Area	2052
Total Rooms	0
Bedrooms	3
Family Rooms	0
Dining Rooms	1
Full Baths	2; 6-Fixt.
Half Baths	0; 0-Fixt.
Kitchen Sink	1; 1-Fixt.
Water Heater	1; 1-Fixt.
Central Air	Y
Heat Type	Central Warm Air
Extra Fixtures	0
Total Fixtures	0
Fireplace Openings	0
Fireplace Stacks	0
Construction	Frame
Floor Base Area (sf)	1 2052
Fin. Area (sf) Value	2052 115000

Card 1

Features Porch- Open Frm/ equal- 1st flr 128

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	E++	2000	2000	Average	N	0	0	2052	54240	20	6	0	100	65100
1	Detached Garage/Boat House	Pole	C	2016	2016	Average	Y	14.61	11.3	1536	15470	2	0	0	100	18600
1	Utility Shed	Frame	C+	2013	2013	Average	N	15.56	15.56	280	3540	15	0	0	100	4200

Transfers

Transfer Date	Buyer Name	Seller Name	Type
04/18/2013	CLINE ALLEN & CLINE MICHAEL B (JTWROS)	BALL BILLY & ROSANN	Straight
05/25/2017	WALLACE RICHARD A JR	CLINE ALLEN & CLINE MICHAEL B (JTWROS)	Straight

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	\$24,700	\$65,400	\$17,700	\$0	\$0	\$5,800	\$42,400	\$71,200	\$113,600
2015	\$24,700	\$64,000	\$18,500	\$0	\$0	\$5,500	\$43,200	\$69,500	\$112,700
2014	\$24,700	\$63,600	\$18,500	\$0	\$0	\$5,100	\$43,200	\$68,700	\$111,900
2013	\$24,700	\$59,600	\$15,900	\$0	\$0	\$4,900	\$40,600	\$64,500	\$105,100
2012	\$24,700	\$51,400	\$14,700	\$0	\$0	\$3,100	\$39,400	\$54,500	\$93,900
2011	\$19,300	\$62,800	\$13,500	\$0	\$0	\$2,600	\$32,800	\$65,400	\$98,200
2010	\$19,300	\$61,000	\$11,600	\$0	\$0	\$4,500	\$30,900	\$65,500	\$96,400

Deductions

Year	Deduction Type	Amount
2013 PAYABLE 2014	Disabled	12,480
2013 PAYABLE 2014	Mortgage	3,000
2013 PAYABLE 2014	Standard Deduction \ Homestead	45,000
2013 PAYABLE 2014	Supplemental	13,755
2012 PAYABLE 2013	Disabled	12,480
2012 PAYABLE 2013	Mortgage	3,000
2012 PAYABLE 2013	Standard Deduction \ Homestead	45,000
2012 PAYABLE 2013	Supplemental	10,885
2011 PAYABLE 2012	Disabled	12,480
2011 PAYABLE 2012	Mortgage	3,000
2011 PAYABLE 2012	Standard Deduction \ Homestead	45,000
2011 PAYABLE 2012	Supplemental	12,985

**Tax History**

**Detail:**

Tax Year	Type	Category	Description	Amount	Balance Due
2016 PAYABLE 2017	Spring Tax	Tax	16/17 Spring Tax	\$845.72	\$0.00
2016 PAYABLE 2017	Fall Tax	Tax	16/17 Fall Tax	\$845.72	\$845.72
2015 PAYABLE 2016	Spring Tax	Tax	15/16 Spring Tax	\$832.28	\$0.00
2015 PAYABLE 2016	Spring Penalty	Tax	Penalty - 15/16 Spring Tax	\$83.22	\$0.00
2015 PAYABLE 2016	Fall Tax	Tax	14/15 Fall Tax	\$827.38	\$0.00
2015 PAYABLE 2016	Fall Tax	Tax	15/16 Fall Tax	\$832.28	\$0.00
2015 PAYABLE 2016	Fall Penalty	Tax	Penalty - 14/15 Fall Tax	\$82.74	\$0.00
2014 PAYABLE 2015	Spring Tax	Tax	14/15 Spring Tax	\$827.38	\$0.00
2014 PAYABLE 2015	Fall Tax	Tax	14/15 Fall Tax	\$827.38	\$827.38
2013 PAYABLE 2014	Spring Tax	Tax	13/14 Spring Tax	\$176.25	\$0.00
2013 PAYABLE 2014	Fall Tax	Tax	13/14 Fall Tax	\$176.25	\$0.00
2012 PAYABLE 2013	Spring Tax	Tax	12/13 Spring Tax	\$138.77	\$0.00
2012 PAYABLE 2013	Spring Tax	Tax	11/12 Spring Tax	\$138.97	\$0.00
2012 PAYABLE 2013	Spring Penalty	Tax	Penalty - 11/12 Spring Tax	\$13.90	\$0.00
2012 PAYABLE 2013	Fall Tax	Tax	11/12 Fall Tax	\$138.97	\$0.00
2012 PAYABLE 2013	Fall Tax	Tax	12/13 Fall Tax	\$138.77	\$0.00
2012 PAYABLE 2013	Fall Penalty	Tax	Penalty - 11/12 Fall Tax	\$13.90	\$0.00
2011 PAYABLE 2012	Spring Tax	Tax	11/12 Spring Tax	\$138.97	\$138.97
2011 PAYABLE 2012	Spring Penalty	Tax	Penalty - 11/12 Spring Tax	\$13.90	\$13.90
2011 PAYABLE 2012	Fall Tax	Tax	11/12 Fall Tax	\$138.97	\$138.97
2011 PAYABLE 2012	Fall Tax	Tax	10/11 Fall Tax	\$148.44	\$0.00
2011 PAYABLE 2012	Fall Penalty	Tax	Penalty - 10/11 Fall Tax	\$14.84	\$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	\$1,691.44	\$845.72
2015 PAYABLE 2016	\$2,657.90	\$0.00
2014 PAYABLE 2015	\$1,654.76	\$827.38
2013 PAYABLE 2014	\$352.50	\$0.00
2012 PAYABLE 2013	\$583.28	\$0.00
2011 PAYABLE 2012	\$455.12	\$291.84

**Payments**

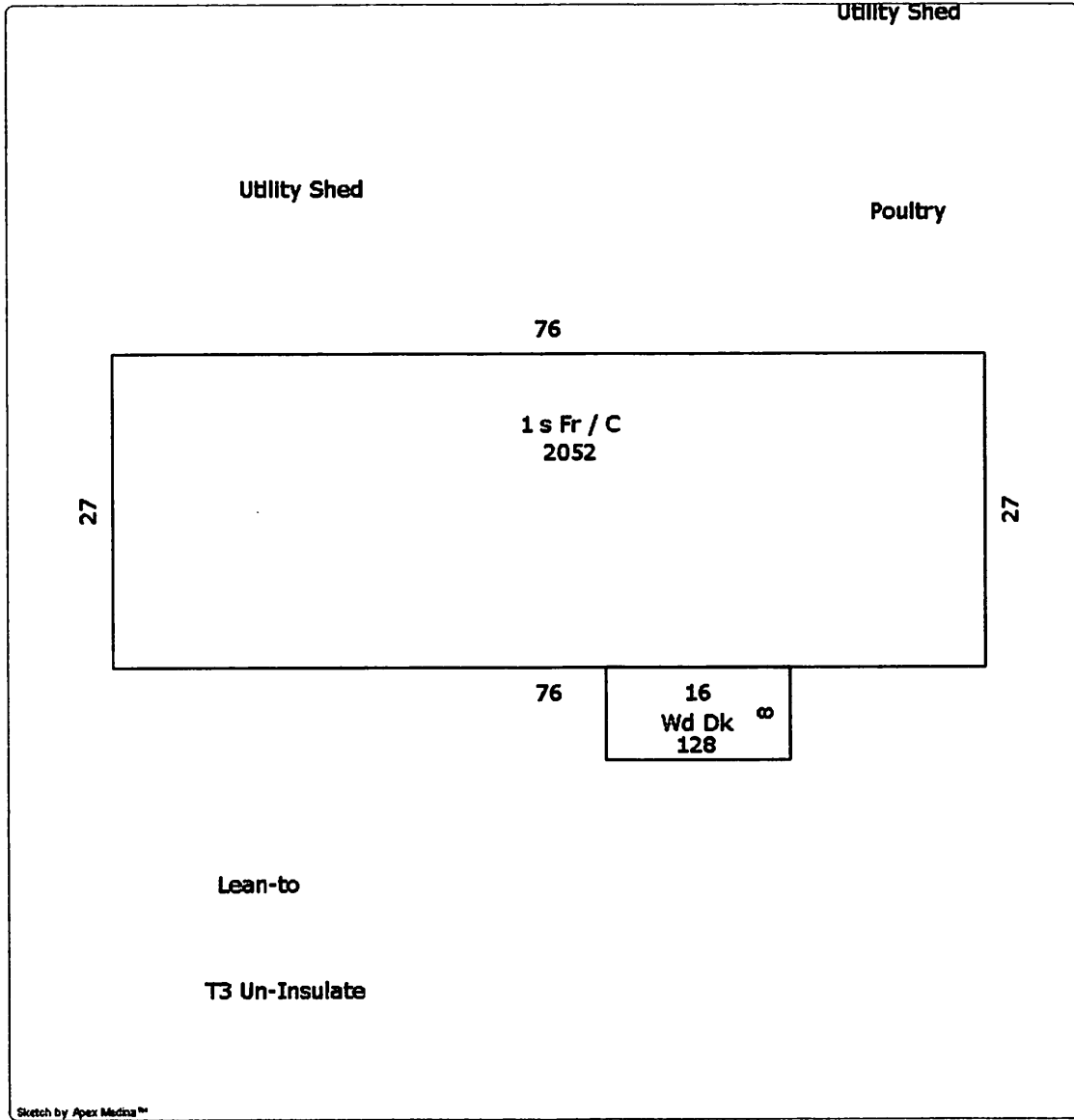
**Detail:**

Tax Year	Payment Date	Paid By	Amount
2016 PAYABLE 2017	05/10/2017	Teresa Ann Cline	\$845.72
2015 PAYABLE 2016	11/10/2016	CLINE FARMS	\$832.28
2015 PAYABLE 2016	07/18/2016	CLINE FARMS	\$915.50
2015 PAYABLE 2016	05/10/2016	Cline Farms	\$910.12
2014 PAYABLE 2015	05/11/2015	LOCKBOX	\$827.38
2013 PAYABLE 2014	11/10/2014	CLINE Farms	\$176.25
2013 PAYABLE 2014	05/12/2014	CLINE Farms	\$176.25
2012 PAYABLE 2013	05/10/2013	CLINE Farms	\$277.54
2012 PAYABLE 2013	03/14/2013	O'Connor & Auersch Attorneys at Law	\$305.74
2011 PAYABLE 2012	01/18/2012	Rosann Ball	\$163.28

**Total:**

Tax Year	Amount
2016 PAYABLE 2017	\$845.72
2015 PAYABLE 2016	\$2,657.90
2014 PAYABLE 2015	\$827.38
2013 PAYABLE 2014	\$352.50
2012 PAYABLE 2013	\$583.28
2011 PAYABLE 2012	\$163.28

**Sketches**



No data available for the following modules: Transfer History.

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# 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 Kyle Cline and Tori Cline, husband and wife, or their assigns ("**Purchaser**"), and Michael B. Cline and Allen L. 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 the Arnold Farm, which is more particularly described as State Parcel # 54-15-01-900-012-000-020 with a common address of 640 S., short legal of PT WH NEQ & PT EH NWQ 1-17-4 containing 52.294 acres the Wallace Farm, described as State Parcel # 54-09-36-300-024-000-032 with a common address of 5703 S. 1050 E., short legal of PT WH 36-18-3 containing 8 acres all of which property is located in Montgomery County, Indiana (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 \$ 2,000.00 for the Arnold Farm and \$1,000.00 for the Wallace Farm (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 ½ 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  
And  
Allen L. Cline  
12161 N. Co. Rd. 650 E.  
Roachdale, IN 46172

**If to Purchaser:**

Kyle Cline and Tori Cline  
210 N. Washington St  
Ladoga, IN 47954

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: \_\_\_\_\_

\_\_\_\_\_  
Kyle Cline

\_\_\_\_\_  
Tori Cline

**"SELLER"**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Michael B. Cline

Dated: \_\_\_\_\_

\_\_\_\_\_  
Allen L. 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  
  
AT&T  
P.O. Box 8100  
Aurora, IL 60507-8100

CNH Capital America, LLC  
c/o W. Randall Kammeyer, Esq.  
116 East Berry Street  
Lincoln Tower Suite 302  
Fort Wayne, IN 46802-2487  
  
AT&T Universal Card - Citi  
P.O. Box 6500  
Sioux Falls, SD 57117-6500

ALLEN L. CLINE AND TERESA ANN CLINE  
American General Insurance Co.  
P.O. Box 305400  
Nashville, TN 37230-5400  
  
American General Insurance Co.  
P.O. Box 305400  
Nashville, TN 37230-5400

Andrew J. Miroff  
Ice Miller, LLP  
One American Square, Suite 2900  
Indianapolis, IN 46282-0019

Auto Owner's Insurance  
P.O. Box 740312  
Cincinnati, OH 45274-0312

B.H.K. Auto Parts, Inc.  
115 S. Lincoln Road  
Rockville, IN 47872-1527

Booth Machinery Sales, Inc.  
2645 East US Hwy 136  
Crawfordsville, IN 47933-7902

Brennan & Clark, Ltd.  
721 E. Madison, Suite 200  
Villa Park, IL 60181-3083

CNH Capital Industrial  
Productivity Plus  
P.O. Box 790439  
Saint Louis, MO 63179-0439

CNH Industrial Capital America LLC  
PO Box 3600  
Lancaster, PA 17604-3600

Capital One Auto Finance  
c/o Ascension Capital Group  
P.O. Box 165028  
Irving, TX 75016-5028

Capital One Auto Finance, c/o Ascension Capi  
P.O. Box 201347  
Arlington, TX 76006-1347

Ceres Solutions  
P.O. Box 432  
Crawfordsville, IN 47933-0432

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

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

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

Christopher and Michelle Sering  
1830 South 925 West  
Waynetown, IN 47990-8189

Claude and Audrey Barker  
5102 E. St. Rd. 234  
Ladoga, IN 47954-8003

Cline Grain, Inc.  
100 W. Main Street  
P.O. Box 97  
Ladoga, IN 47954-0097

Deere & Company  
PO Box 6600  
Johnston, IA 50131-6600

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

Dennis and Janet O'Hair  
5368 N. County Road 600 W  
Greencastle, IN 46135-8804

Discover Bank  
Discover Products Inc  
Po Box 3025  
New Albany, OH 43054-3025

Discover Card  
PO Box 30421  
Salt Lake City, UT 84130-0421

Everett Bamish  
10064 E. County Road 450 S  
New Ross, IN 47968

Everett Bamish  
Estate of Carolyn Bamish  
Estate of Mary E. Bamish  
10664 E 450 S  
New Ross, IN 47968-8043

First Farmers Bank & Trust  
P.O. Box 690  
Converse, IN 46919-0690

First Farmers Bank & Trust  
c/o James E. Carlberg  
111 Monument Circle, Suite 2700  
Indianapolis, IN 46204-5120

Gary Barnes  
Baker Donelson  
3414 Peachtree Road, Suite 1600  
Atlanta, GA 30326-1164

Gary Chapman  
Bose McKinney & Evans, LLP  
111 Monument Circle, Suite 2700  
Indianapolis, IN 46204-5120

Gary Passwater  
710 E. Taylor Street  
Ladoga, IN 47954-9338

Harris Stone Service, Inc.  
5588 N. Co Rd 50 E  
Bainbridge, IN 46105-9634

Hayes Murphy Sharp & Brackney  
P.O. Box 528  
Greencastle, IN 46135-0528

Hendricks Power  
86 N. County Road 500 E  
P.O. Box 309  
Danville, IN 46122-0309

Hendricks Regional Health  
P.O. Box 630406  
Cincinnati, OH 45263-0406

IN.gov  
P.O. Box 6047  
Indianapolis, IN 46206-6047

Indiana Corn Marketing  
P.O. Box 68804  
Indianapolis, IN 46268-0804

Indiana Corn Marketing Council  
c/o Jeffrey A. Hokanson  
Ice Miller LLP  
One American Square, Suite 2900  
Indianapolis, IN 46282-0200

Indiana Department of Revenue  
Bankruptcy Section, Room N248  
100 North Senate Avenue  
Indianapolis, IN 46204-2253

Indiana Farm Bureau  
P.O. Box 1290  
Indianapolis, IN 46206-1290

Indiana Orthopaedic Hospital  
P.O. Box 6018  
Indianapolis, IN 46206-6018

Indiana Soybean Alliance  
8425 Keystone Crossing, Suite 200  
Indianapolis, IN 46240-4323

Indiana Soybean Alliance, Inc.  
c/o James P. Moloy  
111 Monument Circle, Suite 2700  
Indianapolis, IN 46204-5120

Internal Revenue Service  
P.O. Box 7346  
Philadelphia, PA 19101-7346

Jay Jaffe  
600 E. 96th Street, Suite 600  
Indianapolis, IN 46240-3789

John Deere Financial  
6400 NW 86th Street  
Johnston, IA 50131-2945

John Deere Financial, f.s.b., d/b/a John Dee  
PO Box 6600  
Johnston, IA 50131-6600

Kenny Vice Ford Sales, Inc.  
P.O. Box 188  
120 S. Washington Street  
Ladoga, IN 47954-9375

Kirtley Taylor Sims Chadd Minnette  
105 North Washington Street  
Crawfordsville, IN 47933-1734

Lawson Products, Inc.  
8770 West Bryn Mowr Ave., Suite 900  
Chicago, IL 60631-3515

Liberty Mutual Surety  
P.O. Box 34526  
Seattle, WA 98124-1526

Logansport Savings Bank, FSB  
723 East Broadway  
Logansport, IN 46947-3159

Lowell Jensen  
6349 S. 200 W  
New Market, IN 47965

Michael B. Cline  
10796 S 875 E  
Ladoga, IN 47954-7269

Michael E. Sheehy, Esq.  
Metropolitan Life Insurance Company  
10801 Mastin Blvd., Suite 930  
Overland Park, KS 66210-1677

NALC, LLC  
8090 S. State Road 243  
Cloverdale, IN 46120-9692

OrthIndy Hospital  
P.O. Box 7179  
Fishers, IN 46038-7179

Patricia Cline  
10643 South 875 East  
Ladoga, IN 47954-7269

Pinnacle Agriculture Distribution, Inc.  
dba Providence  
P.O. Box 1169  
Cleveland, MS 38732-1169

Pinnacle Agriculture Distribution, Inc. d/b/  
518 N. Sharpe Avenue  
Cleveland, MS 38732-2365

Plant Tuff, Inc.  
26268 Network Place  
Chicago, IL 60673-1262

Republic Services  
12820 Cumminsville Road  
Pimento, IN 47866-9734

Rich Wallace  
5703 S 1050 E  
New Ross, IN 47968-8031

Roachdale Building Supplies  
5727 East State Road 236  
P.O. Box 315  
Roachdale, IN 46172-0315

SCI Leasing  
2400 W. State Road 38  
Sheridan, IN 46069-8400

SCI Leasing Group  
2400 W. State Road 38  
Sheridan, IN 46069-8400

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

Taylor Chadd Minnette Schneider Clutter  
105 North Washington Street  
Crawfordsville, IN 47933-1734

The Huntington National Bank  
P.O. Box 5065  
Cleveland, OH 44101-0065

The Huntington National Bank  
P.O. Box 89424  
Cleveland, OH 44101-6424

Town of Ladoga Utilities  
P.O. Box 187  
Ladoga, IN 47954-0187

Tri-County Bank  
18 E. Washington Street  
Roachdale, IN 46172-9063

U.S. Trustee  
Office of U.S. Trustee  
101 W. Ohio St.. Ste. 1000  
Indianapolis, IN 46204-1982

UPS  
P.O. Box 25084  
Lehigh Valley, PA 18002-5084

Vectren Energy Delivery  
P.O. Box 6248  
Indianapolis, IN 46206-6248

Wells Fargo Bank, N.A.  
625 Marquette Avenue, 13th Floor  
Minneapolis, MN 55402-2323

Wells Fargo Bank, National Association  
MAC N9300-12G, 600 S 4th St  
Minneapolis, MN 55415

Wells Fargo Banks  
Account Analysis  
NW 7091 P.O. Box 1450  
Minneapolis, MN 55485-1450

Allen L. Cline  
12161 N. Co. Road 650 E.  
Roachdale, IN 46172-9362

Jeffrey M. Hester  
Hester Baker Krebs LLC  
One Indiana Square, Suite 1600  
211 N. Pennsylvania Street  
Indianapolis, IN 46204-1959

John Joseph Allman  
Hester Baker Krebs, LLC  
One Indiana Square, Suite 1600  
211 N. Pennsylvania Street  
Indianapolis, IN 46204-1959

Teresa Ann Cline  
12161 N. Co. Road 650 E.  
Roachdale, IN 46172-9362

(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)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  
c/o W. Randall Kammeier, Esq.  
116 East Berry Street  
Lincoln Tower Suite 302  
Fort Wayne, IN 46802-2487

Andrew Miroff  
Ice Miller  
One American Square, Suite 2900  
Indianapolis, IN 46282-0019

Auto Owner's Insurance  
P.O. Box 740312  
Cincinnati, OH 45274-0312

B.H.K. Auto Parts, Inc.  
115 S. Lincoln Road  
Rockville, IN 47872-1527

Booth Machinery Sales, Inc.  
2645 East US Hwy 136  
Crawfordsville, IN 47933-7902

Brennan & Clark, Ltd.  
721 E. Madison, Suite 200  
Villa Park, IL 60181-3083

CNH Capital Industrial  
Productivity Plus  
P.O. Box 790439  
Saint Louis, MO 63179-0439

Ceres Solutions  
P.O. Box 432  
Crawfordsville, IN 47933-0432

Chase Freedom  
P.O. Box 15298  
Wilmington, DE 19850-5298

Christopher and Michelle Sering  
1830 South 925 West  
Waynetown, IN 47990-8189

Claude and Audrey Barker  
5102 E. St. Rd 234  
Ladoga, IN 47954-8003

Cline Grain, Inc.  
100 W. Main Street  
P.O. Box 97  
Ladoga, IN 47954-0097

DLL Finance LLC  
PO Box 2000  
Johnston, IA 50131-0020

Deere & Company d/b/a John Deere Financial  
PO Box 6600  
Johnston, IA 50131-6600

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

Dennis and Janet O'Hair  
5368 N. County Road 600 W  
Greencastle, IN 46135-8804

Directv  
P.O. Box 5007  
Carol Stream, IL 60197-5007

First Farmers Bank & Trust  
P.O. Box 690  
Converse, IN 46919-0690

First Farmers Bank & Trust  
c/o James E. Carlberg  
111 Monument Circle, Suite 2700  
Indianapolis, IN 46204-5120

First Premier Bank  
P.O. Box 5524  
Sioux Falls, SD 57117-5524

Gary Barnes  
Baker Donelson  
3414 Peachtree Road, Suite 1600  
Atlanta, GA 30326-1164

Gary Passwater  
710 E. Taylor Street  
Ladoga, IN 47954-9338

Harris Stone Service, Inc.  
5588 N. Co Rd 50 E  
Bainbridge, IN 46105-9634

Hayes Murphy Sharp & Brackney  
P.O. Box 528  
Greencastle, IN 46135-0528

Hendricks Power  
86 N. County Road 500 E.  
P.O. Box 309  
Danville, IN 46122-0309

Hoosier Heartland State Bank  
112 S. Washington Street  
Ladoga, IN 47954-9375

Indiana Corn Marketing Council  
P.O. Box 68804  
Indianapolis, IN 46268-0804

Indiana Department of Revenue  
Bankruptcy Section, N-240  
100 N. Senate Avenue  
Indianapolis, IN 46204-2253

Indiana Soybean Alliance  
8425 Keystone Crossing, Suite 200  
Indianapolis, IN 46240-4323

Indiana Soybean Alliance, Inc.  
c/o James P. Moloy  
111 Monument Circle, Suite 2700  
Indianapolis, IN 46204-5120

Internal Revenue Service  
P.O. Box 7346  
Philadelphia, PA 19101-7346

John Deere Financial  
6400 NW 86th Street  
Johnston, IA 50131-2945

Kelley Engineering, LLC  
3367 West 1150 South  
Brookston, IN 47923-8213

Kenny Vice Ford Sales, Inc.  
P.O. Box 188  
120 S. Washington Street  
Ladoga, IN 47954-9375

Lawson Products  
8770 West Bryn Mawr Ave., Suite 900  
Chicago, IL 60631-3515

Libery Mutual Surety  
P.O. Box 34256  
Seattle, WA 98124

Logansport Savings Bank, FSB  
723 East Broadway  
Logansport, IN 46947-3159

Lowell and Shirley Jensen  
6349 S. 200 W.  
New Market, IN 47965

MICHAEL B. CLINE AND KIMBERLY A. CLINE  
AgriCredit Acceptance, LLC  
P.O. Box 2000  
Johnston, IA 50131-0020

Metropolitan Life Insurance Company  
10801 Maslin Blvd., Suite 930  
Overland Park, KS 66210-1677

Michael E. Sheehy, Esq.  
Metropolitian Life Insurance Company  
10801 Mastin Blvd., Suite 930  
Overland Park, KS 66210-1677

Michael J. Hebenstreit  
151 N. Delaware Street, Suite 2000  
Indianapolis, IN 46204-2543

NALC, LLC  
8090 S. State Road 243  
Cloverdale, IN 46120-9692

Ohio Casualty  
9450 Seward Road  
Fairfield, OH 45014-5456

Patricia Cline  
10643 South 875 East  
Ladoga, IN 47954-7269

Pinnacle Agriculture Distribution, Inc.  
P.O. Box 1169  
Cleveland, MS 38732-1169

Pinnacle Agriculture Distribution, Inc. d/b/  
518 N. Sharpe Avenue  
Cleveland, MS 38732-2365

Plant Tuff, Inc.  
26268 Network Place  
Chicago, IL 60673-1262

Power Train  
2334 Production Drive  
Indianapolis, IN 46241-4990

Republic Services  
12820 Cumminsville Road  
Pimento, IN 47866-9734

Rich Wallace  
5703 S. 1050 E  
New Ross, IN 47968-8031

Roachdale Building Supplies  
5727 East State Road 236  
P.O. Box 315  
Roachdale, IN 46172-0315

SCI Leasing Group  
2400 W. State Road 38  
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

Teresa A. Cline  
12161 N. Co. Rd 650 E  
Roachdale, IN 46172-9362

Town of Ladoga  
P.O. Box 187  
Ladoga, IN 47954-0187

Tri-County Bank  
18 E. Washington Street  
Roachdale, IN 46172-9063

TruckPro, LLC  
29787 Network Place  
Chicago, IL 60673-1297



U.S. Trustee  
Office of U.S. Trustee  
101 W. Ohio St.. Ste. 1000  
Indianapolis, IN 46204-1982

UPS  
P.O. Box 25084  
Lehigh Valley, PA 18002-5084

Vectren Energy Delivery  
P.O. Box 6250  
Indianapolis, IN 46206-6250

Wells Fargo Bank, N.A.  
730 2nd Avenue S., Suite 1000  
MAC#-N9314-100  
Minneapolis, MN 55479-0001

Wells Fargo Bank, National Association  
MAC N9300-12G, 600 S 4th St  
Minneapolis, MN 55415

Jeffrey M. Hester  
Hester Baker Krebs LLC  
One Indiana Square, Suite 1600  
211 N. Pennsylvania Street  
Indianapolis, IN 46204-1959

John Joseph Allman  
Hester Baker Krebs, LLC  
One Indiana Square, Suite 1600  
211 N. Pennsylvania Street  
Indianapolis, IN 46204-1959

Kimberly A. Cline  
10796 S. County Road 875 E  
Ladoga, IN 47954

Michael B. Cline  
10796 S. County Road 875 E  
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