

FILED  
FULTON COUNTY  
COMMON PLEAS COURT  
2011 JUL -8 P 3:44  
PAUL E. MACDONALD  
CLERK

IN THE COURT OF COMMON PLEAS  
FULTON COUNTY, OHIO

FARMERS & MERCHANTS STATE  
BANK,

Plaintiff,

v.

ARCHBOLD ELEVATOR, INC., et al,

Defendants.

Case No. 11CV000128

Judge Barber

**ORDER FOR ABANDONMENT OF  
CERTAIN REAL PROPERTY FROM  
RECEIVERSHIP PROPERTY**

This matter comes before the Court for approval of the Stipulation for Abandonment of Certain Real Property from the Receivership Property (the "Stipulation") of the Receiver, and secured creditors Plaintiff, Farmers & Merchants State Bank ("F&M") and Defendants, The Andersons, Inc. and The Andersons Agriculture Group LP (collectively, the "Andersons"). After being fully advised in the premises herein and for good cause shown, it is **ORDERED** that the Stipulation is approved, and

**IT IS FURTHER ORDERED** that the two parcels of real property, whose legal descriptions are set forth in the Title Commitments with Judicial Endorsements (the "CJEs") attached to the Stipulation as Exhibit A and Exhibit B (collectively, the "Real Property"), shall be, and hereby are, deemed abandoned by the Receiver as an asset of the receivership estate and

shall no longer be part of the Receivership Property as set forth in the Court's Order Appointing Receiver dated April 12, 2011.<sup>1</sup>

**IT IS FURTHER ORDERED** that F&M and the Andersons, as the junior lienholders on the Real Property, may protect their interests in the Real Property pursuant to their respective Mortgages described in the CJE's, including the assertion of any defense or right pursuant to their respective Mortgages in any foreclosure or other action involving the Real Property, but F&M and the Andersons shall not otherwise interfere in any way with The Huntington National Bank's ("Huntington") exercise of any and all of its rights and remedies under the Huntington mortgages attached to the Stipulation as Exhibit C and Exhibit D (the "Huntington Mortgages"), of which Huntington is the owner and holder, at law or in equity and F&M and the Andersons have specifically agreed not to delay the foreclosure or other permitted judicial or nonjudicial liquidation of the Real Property.

**IT IS FURTHER ORDERED** that the Receiver shall be permitted to continue to use the barns that are on the Real Property until the earlier of November 30, 2011 or the date that the hogs owned by the Receiver that are currently being raised in the barns are ready for market, and Huntington's exercise of its rights and remedies under the Huntington Mortgages shall not interfere with the Receiver's use of the barns for raising hogs owned by the Receiver during this limited time period.

**IT IS FURTHER ORDERED** that if the Receiver assigns title to the hogs currently in the barns on the Real Property, Huntington shall not interfere with the assignee's right to finish raising those hogs pursuant to this Order.

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<sup>1</sup> All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Order Appointing Receiver dated April 12, 2011.

**IT IS FURTHER ORDERED** that except as permitted above, the Receiver shall not interfere in any way with Huntington's exercise of any and all of its rights and remedies under the Huntington Mortgages, at law or in equity.

**IT IS FURTHER ORDERED** that Huntington<sup>2</sup> will, after the sale of the Real Property in a judicial action initiated by Huntington, notify the Receiver in writing seven days in advance of any closing on the sale or before submitting an order to confirm the sale if, but only if, the liens of Huntington, F&M and the Andersons have been or will be satisfied in full prior to or as a result of such sale.

**IT IS SO ORDERED.**

Date: 7-8-11

  
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Judge Barber

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<sup>2</sup> By having its counsel sign below, Huntington agrees that it is submitting to the jurisdiction of the Court for the limited purpose of this Order and that it agrees to be bound by this Order.