

Cover page for:

Preliminary Title Insurance Schedules (with copies of recorded exceptions)

Preliminary title insurance schedules prepared by:

**IN Title Company
(File Number: 20201002)**

For June 25, 2020 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Joanne E. Troutner & Purdue Research Foundation

Notes:

1. The attached preliminary title insurance schedules were updated during the marketing period to show Joanne E. Troutner as the sole owner of the property.
2. The preliminary title insurance schedules have *not* been updated to show the more recent conveyance of Auction Tract 7 to Purdue Research Foundation.
3. The parcel and tract numbers in the preliminary title insurance schedules do not correspond to the auction tract numbers. For purposes of the Agreement to Purchase (including Addendum A), the auction tracts are identified by the tract numbers used in the auction brochure and the Auction Tract Map included in each Bidder's Packet as Exhibit A. The tract numberings are cross-referenced in the table below.

Title Company's Parcel & Tract Numbers:	Auction Tract Numbers:
Parcel One:	1, 2, 7
Parcel Two, Tract One:	9, 10
Parcel Two, Tract Two:	8
Parcel Three:	3, 4, 5, 6 (and small part of 2)

**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
Fidelity National Title Insurance Company

**EXHIBIT "A"
LEGAL DESCRIPTION**

PARCEL ONE

A part of the Southwest Quarter of Section 10, Township 22 North, Range 9 East, in Washington Township, Delaware County, Indiana, described as follows: Commencing at an iron pin at the Northwest corner of the Northwest Quarter of the Southwest Quarter of Section 10, Township 22 North, Range 9 East; thence South 00 degrees 00 minutes 00 seconds 580.30 feet (assumed bearing) along the West line of said Quarter Quarter Section to the point of beginning; thence South 89 degrees 30 minutes 00 seconds East, 433.00 feet; thence South 00 degrees 00 minutes 00 seconds 761.52 feet to the South line of said Quarter Quarter Section; thence North 89 degrees 15 minutes 15 seconds West, 433.02 feet to the Southwest corner of said Quarter Quarter Section; thence North 00 degrees 00 minutes 00 seconds 759.66 feet to the point of beginning, containing 7.560 acres, more or less.

ALSO, The North Half of the Southwest Quarter of Section 10, Township 22 North, Range 9 East, containing 80 acres, more or less.

ALSO, The Southwest Quarter of the Northwest Quarter of Section 10, Township 22 North, Range 9 East, containing 40 acres, more or less.

EXCEPT, A part of the Southwest Quarter of Section 10, Township 22 North, Range 9 East, in Washington Township, Delaware County, Indiana, described as follows: Commencing at an iron pin at the Northwest corner of the Northwest Quarter of the Southwest Quarter of Section 10, Township 22 North, Range 9 East; thence South 00 degrees 00 minutes 00 seconds, 580.30 feet, (assumed bearing) along the West line of said Quarter Quarter Section to the point of beginning; thence South 89 degrees 30 minutes 00 seconds East, 433.00 feet; thence South 00 degrees 00 minutes 00 seconds, 761.52 feet to the South line of said Quarter Quarter Section; thence North 89 degrees 15 minutes 15 seconds West, 433.02 feet to the Southwest corner of said Quarter Quarter Section; thence North 00 degrees 00 minutes 00 seconds 759.66 feet to the point of beginning, containing 7.560 acres, more or less.

PARCEL TWO

Tract One:

All that part of the West Half of the Northeast Quarter of Section 14, Township 22 North, Range 9 East lying South of the center line of the Greenville and Logansport State Road, also known as the Albany and Jonesboro Pike, containing 65.864 acres, more or less.

Tract Two:

Also that part of the East Half of the Northwest Quarter of Section 14, Township 22 North, Range 9 East, lying South of the center line of the Greenville and Logansport State Road, except Lots Numbered 14, 15, 16, 17, 34, 35 and the West 29 feet of Lots Numbered 18 and 33, also the alley lying adjacent to said Lots, also the North Half of First Street adjacent to Lots Numbered 34, 35 and the West 29 feet of Lot Numbered 33. Said lots, alleys and streets being the Plat of New Wheeling as recorded in Plat Book 3, page 61 1/2 in the Office of the Recorder of Delaware County, Indiana.

Also excepting therefrom: Part of the East Half of the Northwest Quarter of Section 14, Township 22 North, Range 9 East, more particularly described as follows, to-wit: Beginning at a point in the center line of the Greenville and Logansport State Road, also known as the Albany and Jonesboro Pike 958.4 feet Northeasterly from the intersection of said center line and the West line of said East Half of the Northwest Quarter; thence Northeasterly on said center line 396.0 feet; thence deflecting to the right 98 degrees 51 minutes and running South 473.0 feet; thence deflecting to the right 83

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File No. 20201002

ALTA Commitment For Title Insurance Schedule 8-1-16 IN5

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
Fidelity National Title Insurance Company

degrees 14 minutes and running Westerly 319.5 feet; thence deflecting to the right 87 degrees 20 minutes and running Northwesterly 455.0 feet to the point of beginning, containing 3.791 acres, more or less.

PARCEL THREE

All that part of the North Half of the Northwest Quarter of Section 10, Township 22 North, Range 9 East, except all that portions of said tract which lies east of the Eaton and Wheeling County line free gravel road, which land herein excepted contains 2 1/2 acres, more or less; also, a part of the North Half of Section 10, Township 22 North, Range 9 East, bounded as follows: Commencing at the Northeast corner of the Southeast Quarter of the Northwest Quarter of said Section 10 and running West 80 rods to the Northwest corner of said Southeast Quarter of the Northwest Quarter; thence South 3 chains and 92 links to a stone witnessed by a sugar-maple tree 12 inches diameter South 15 degrees East 69 1/2 links distant; thence East 22 chains and 42 links to a stone in the middle of the Eaton and Wheeling County line free gravel road; thence Northwesterly with the middle of said road to the east line of the Northwest Quarter of said Section 10; thence South to the place of beginning, containing 8.61 acres.

WS

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART I**

ISSUED BY
Fidelity National Title Insurance Company

Requirements

File No.: 20201002

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records:
 - A. Warranty Deed to be executed from Joanne E. Troutner to "BUYER".
 - B. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
 - C. The Proposed Policy Amount(s) must be modified to the full value of the estate or interest being insured, and any additional premium must be paid. The Proposed Policy Amount for an owner's policy should reflect the contract sales price unless the Company is furnished with a current appraisal indicating a different value. The Proposed Policy Amount for a loan policy will not be issued for an amount less than the principal amount of the mortgage debt or no more than 20% in excess of the principal debt in order to cover interest, foreclosure costs, etc. Proposed Policy Amount(s) will be revised, and premiums will be charged per the Company's Rate Manual then in effect when the final amounts of insurance are approved.

Note: Due to county office closures related to COVID-19, we may be temporarily unable to record/access documents in the normal course of business. As such, we will require our GAP Undertaking to be signed by all Sellers, Buyers and/or Borrowers.

IF THERE IS A MORTGAGE SHOWN ABOVE THAT IS AN EQUITY LINE MORTGAGE, A FULL SATISFACTION OF THE MORTGAGE MUST BE OBTAINED AND ALL CREDIT CARDS OR THE BALANCE OF VERIFIED UNUSED ACCOUNT CHECKS MUST BE SENT TO THE MORTGAGEE TOGETHER WITH A REQUEST FROM THE MORTGAGOR INSTRUCTING THE MORTGAGEE TO CLOSE THE ACCOUNT.

Satisfactory evidence shall be produced that all improvements and/or repairs or alterations thereto are completed; that contractor, subcontractor, labor and material men are all paid in full.

Disclosure of Sale Information Form completed by Buyer and Seller as required by Indiana Law accompanying the Deed for Transfer.

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART I**

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Requirements

Beginning July 1, 2009, HEA 1374 (IC 27-7-3.7) concerning Good Funds in real estate transactions requires funds deposited into an escrow account for closing from any party to the transaction in amounts over \$10,000.00 to be in the form of an irrevocable wire transfer. Funds deposited into an escrow account for closing in an amount less than \$10,000.00 must be in the form of "good funds" as defined in the Act.

Beginning July 1, 2006, any document to be recorded must contain a statement in the following form "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name)", before the document will be accepted for recording by the County Recorder. Failure to comply will result in a delay or cancellation of closing. Further, as of July 1, 2006, there will be an additional \$5.00 charge per policy, as a fee required by Indiana Statute for the State of Indiana's Title Insurance Enforcement Fund.

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**

ISSUED BY
Fidelity National Title Insurance Company

Exceptions

File No.: 20201002

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

Standard Exceptions:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachments, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien, or right to a lien, for services, labor, or material heretofore furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.

Note: The Policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

Note: The Company has performed a judgment search versus the owner as shown in Schedule A, Item 4, and none were found unless shown in Schedule B.

Special Exceptions:

7. The acreage indicated, if any, in the legal description is solely for the purpose of identifying the said tract and should not be construed as insuring the quantity of land.
8. Taxes for the year 2019 in the amount of \$1,210.81 each installment due May 11 and November 10, 2020. May installment UNPAID. November installment UNPAID. Taxes for the year 2020 due and payable in 2021 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

Parcel Number 18-02-10-300-003.000-024 (Parcel 1)

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**

ISSUED BY
Fidelity National Title Insurance Company

Exceptions

9. Storm Water assessment in the sum of \$11.40 per year, next installment due May 11, 2020. (Parcel 1)
10. Annual ditch assessment in the sum of \$10.00 per year, next installment due May 11, 2020. (Parcel 1)
11. Taxes for the year 2019 in the amount of \$933.60 each installment due May 11 and November 10, 2020. May installment UNPAID. November installment UNPAID. Taxes for the year 2020 due and payable in 2021 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.
- Parcel Number 18-02-10-300-001.000-024 (Parcel 1)
12. Annual ditch assessment in the sum of \$72.44 per year, next installment of \$36.22 due May 11, 2020. (Parcel 1)
13. Taxes for the year 2019 in the amount of \$519.81 each installment due May 11 and November 10, 2020. May installment UNPAID. November installment UNPAID. Taxes for the year 2020 due and payable in 2021 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.
- Parcel Number 18-02-10-100-002.000-024 (Parcel 1)
14. Annual ditch assessment in the sum of \$40.00 per year, next installment of \$20.00 due May 11, 2020. (Parcel 1)
15. Taxes for the year 2019 in the amount of \$692.23 each installment due May 11 and November 10, 2020. May installment UNPAID. November installment UNPAID. Taxes for the year 2020 due and payable in 2021 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.
- Parcel Number 18-02-14-251-001.000-024 (Parcel 2)
16. Annual ditch assessment in the sum of \$65.76 per year, next installment \$32.68 due May 11, 2020. (Parcel 2)
17. Taxes for the year 2019 in the amount of \$681.02 each installment due May 11 and November 10, 2020. May installment UNPAID. November installment UNPAID. Taxes for the year 2020 due and payable in 2021 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.
- Parcel Number 18-02-14-176-001.000-024 (Parcel 2)
18. Annual ditch assessment in the sum of \$54.82 per year, next installment of \$27.41 due May 11, 2020. (Parcel 2)
19. Taxes for the year 2019 in the amount of \$846.54 each installment due May 11 and November 10, 2020. May installment UNPAID. November installment UNPAID. Taxes for the year 2020 due and payable in 2021 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.
- Parcel Number 18-02-10-100-001.000-024 (Parcel 3)
20. Annual ditch assessment in the sum of \$79.64 per year, next installment of \$39.82 due May 11, 2020. (Parcel 3)
21. Rights of way for drainage tiles, ditches, feeders and laterals, if any.

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ALTA Commitment For Title Insurance Schedule 8-1-16 IN5

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**

ISSUED BY
Fidelity National Title Insurance Company

Exceptions

22. Rights of the Public, the State of Indiana, and County of Delaware and the municipality in and to that part of the premises taken or used for road purposes.
23. Right of way for drainage, flow and maintenance of Legal Ditch (or Legal Drain) as set forth in IC 36-9-27-33.
24. Pipe Line easement granted to The Ohio Oil Company in Deed Record 320 page 302. (Parcel 1)
25. Rights of public utilities, if any, in and to the vacated streets and alleys of the heretofore vacated portion of Town of New Wheeling. (Parcel 2)
26. Reservation of easements in favor of The Penn Central Corporation set forth in Deed Record 1980 pages 1846-1850. (Parcel 2)

JLS/kil

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Commitment No. 20201002

**COMMITMENT FOR TITLE INSURANCE ISSUED
BY
FIDELITY NATIONAL TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within **90 days** after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

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- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; and
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
 - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

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- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <<http://www.alta.org/arbitration>>.

Fidelity National Title Insurance Company



By *[Signature]*

ATTENT President

[Signature] Secretary

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FIDELITY NATIONAL TITLE INSURANCE COMPANY

AGENT: IN TITLE COMPANY

PROPERTY ADDRESS: 0 EATON WHEELING PIKE; N CR 600 W; 19810 N CR 600 W; GASTON IN 47342

**INDEMNITY & UNDERTAKING AGREEMENT
(COVID-19 GAP SELLER)**

WHEREAS, Fidelity National Title Insurance Company ("Issuing Company" or "Company") is about to issue its title insurance policy or policies or commitments therefor in respect to the land described in Commitment/Policy No. 20201002, all hereinafter referred to as the "Title Insurance Policy";

AND WHEREAS, in response to the outbreak of the Coronavirus and the declared state of emergency at the national, state and local level, Courts and governmental offices have been closed or have had significantly limited access. As a result, the processing and recording of deeds and other title documents in some jurisdictions has been, and will be, impacted. Fidelity National Title Insurance Company will continue to insure title for purchasers and lenders for through the ultimate recording date of the deed, mortgage, or other insured title document. Neither Fidelity National Title Insurance Company nor its title agents can provide any estimate as to the date of recordation of such title documents in the land records.

AND WHEREAS, the Company has raised, or would in the absence of this Indemnity raise, as a title exception on the Title Insurance Commitment and Policy certain defects or other matters, hereinafter referred to as the "Exception", more particularly described as follows:

Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the later of: (1) the date on which all of the Schedule B Requirements are met and (2) the date of recording of the deed, mortgage or other instruments under which the Proposed Insured acquires the estate or interest covered by the Title Insurance Commitment;

The Exception shall not include, and the undersigned shall have no liability under this instrument for, matters arising from or caused by the acts or omissions of the party or parties to whom the undersigned conveyed or otherwise transferred for value the interest or estate insured.

AND WHEREAS, the Company has been asked to issue the Title Insurance Policy either without mention of the Exception or insuring against loss or damage by reason thereof;

AND WHEREAS, the Company may issue, either concurrently herewith or hereafter in the ordinary course of business, another policy or policies, in the form or forms now or then commonly used by the Company, or issue hold harmless or indemnity letters to induce other title insurance companies to issue title insurance policies or commitments, insuring title to said land or to some parts thereof or interest therein, either without mention of the Exception or insuring against loss or damage by reason thereof, all of the foregoing being hereinafter referred to as the Future Policies or Commitments;

NOW THEREFORE, in consideration of the issuance of the Title Insurance Policy and the payment of \$1.00 by the undersigned to the Company, the sufficiency and receipt of which is hereby acknowledged, the undersigned, hereby covenants and agrees with the Company:

1. to forever fully protect, defend and save the Company harmless from and against the Exception, in and from any and all actual loss, costs, damages, attorneys' fees and expenses of every kind and nature which it may suffer, expend or incur, or by reason, or in consequence of the Title Insurance Policy on account, or in consequence, or growing out of the Exception only, or on account of the assertion or enforcement or attempted assertion or enforcement thereof or of any rights existing or hereafter arising, or which may at any time be claimed to exist under, or by reason, or in consequence, or growing out of the Exception;

**INDEMNITY & UNDERTAKING
(GAP)
(Page 2 of 2)**

2. to provide for the defense, at its own expense, on behalf and for the protection of the Company and the parties insured or who may become insured, against loss or damage under the Title Insurance Policy (but without prejudice to the right of the Company to defend if it so elects) in all litigation consisting of actions or proceedings based solely on the Exception which may be asserted or attempted to be asserted, established or enforced in, to, upon, against or in respect to the land described in the Title Insurance Policy or any part thereof, or interest therein;
3. to pay, discharge, satisfy or remove the Exception and, when the Exception appears as a matter of public record, to clear the record by the recording or filing of releases, assignments, deeds or other appropriate instruments, or by the procurement of a final court order or judgment entered by a court of competent jurisdiction quieting the title of the insured, or declaring the Exception to be null and void and of no force and effect, on or before **30 DAYS AFTER RECEIPT OF DEMAND FROM THE COMPANY**, and
4. that each and every provision herein shall extend and be in force concerning Future Policies or Commitments.

The undersigned agrees that this Agreement is not intended to give any benefits, rights, privileges, actions or remedies to any person or party, other than the Company, the undersigned, and the insured, as a third party beneficiary or otherwise under any theory of law.

The undersigned hereby agrees that in lieu of an original written signature the facsimile or the electronically transmitted signature on this document will constitute a valid original signature to this document and can be relied upon for enforcement purposes.

IN WITNESS WHEREOF, the parties have executed this agreement this _____ day of _____, 2020.

Seller(s):

Joanne E. Troutner, as Personal Representative
of the Estate of Donal R. Johnson, deceased
an undivided ½ interest

Phone No. _____

Email: _____

Seller(s):

Joanne E. Troutner, an undivided ½
interest

Phone No. _____

Email: _____

DR 320

802

FORM 2569 (OHIO-INDIANA) 6-50

44891

Am R of W 1570
CHN 44716

FOR AND IN CONSIDERATION OF SEVENTY FIVE 75 Dollars,
to US in hand paid, the receipt of which is hereby acknowledged, RUSSEL E JOHNSON
MARY LEE JOHNSON, HUSBAND AND WIFE

do WE hereby for OUR selves
OUR heirs, executors, administrators, successors and assigns, grant and release to THE OHIO OIL
COMPANY, its successors and assigns, the right of way to lay, maintain, operate and remove a pipe line, and
~~also, maintain, operate and remove telegraph and telephone lines,~~ if the same shall be thought necessary by said
grantee, over and through OUR lands in Township of WASHINGTON,
County of DELAWARE, State of INDIANA bounded and described as follows:
SW 1/4 - NW 1/4 - SEC 10 - T 22 N - R 9 E

with ingress and egress to and from the same.
The said GRANTEES to fully use and enjoy the said premises, except
for the purposes hereinabove granted to the said THE OHIO OIL COMPANY, which hereby agrees to pay to
the then lawful owner(s) any damages caused by it to growing crops or fences by the laying, erecting, main-
taining, operating or removing of said pipe, telegraph and telephone lines; said damages if not mutually agreed
upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said
GRANTEES heirs or assigns; one by the said
THE OHIO OIL COMPANY, its successors or assigns, and the third by the two so appointed as aforesaid, and
the award of such three persons shall be final and conclusive.

It is further understood and agreed that the said THE OHIO OIL COMPANY, its successors or assigns,
may at any time or times lay an additional line or lines of pipe alongside the first line, on basis provided, upon
the payment of a like consideration for each additional line when laid and subject to the same rights and condi-
tions. Said Company, its successors and assigns, shall also have the right at any time to change the size of its
pipe upon payment of the damages, if any, to growing crops or fences, caused by making such changes.

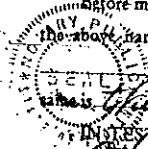
PIPE LINE GRASSES IN NW 1/4 CORNER OF THIS PROPERTY - A STRIP
SIX (6) FEET LONG AND APPROXIMATELY SIXTY (60) FEET
WIDE (6) FEET
11-27-50

IN WITNESS WHEREOF, WE have hereunto set OUR hand and seal, this
7th day of NOVEMBER, 1950.

Signed, sealed and delivered
in the presence of:
[Signature] [Signature] (SEAL)
[Signature] Mrs. Mary Lee Johnson (SEAL)
[Signature] (SEAL)
Duly entered for taxation Dec. 21, 1950 (SEAL)
CARL J. FLINER, Auditor, Filed for Record (SEAL)
Dec. 21, 1950 at 4:58 P.M. Dues Record 320 (SEAL)
Page 302 Fee \$ 1.00 paid, Bertha Bollars R. D. C. (SEAL)

STATE OF Indiana)
County of Marion) SS.

Before me, a Notary Public in and for said County, personally appeared
the above named Russell E. Johnson and Mrs. Mary Lee Johnson
who acknowledged that they did sign the foregoing instrument, and that the
same is their free act and deed.



IN TESTIMONY WHEREOF, I have hereunto subscribed my name at Indianapolis, Indiana
this 7th day of November, 1950

Robert P. Euple
My Commission expires July 30, 1951

4219

THIS INDENTURE WITNESSETH, that THE PENN CENTRAL CORPORATION,
a Pennsylvania corporation, having an office at 1700 Market Street,
Philadelphia, Pennsylvania 19103,

DELAWARE COUNTY, IN - NOT FOR RESALE

hereinafter referred to as the Grantor, for and in consideration of the
sum of FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) - - paid to the
said Grantor, the receipt of which sum is hereby acknowledged, quitclaims
to DONAL R. JOHNSON and LOIS V. JOHNSON, whose mailing address is RT. #2,
Box 64, Gaston, Indiana 47342,

hereinafter referred to as the Grantee, all the right, title and
interest of the said Grantor, of, in and to the premises described
in Schedule "A" attached hereto and made a part hereof.

Duly Entered For Taxation
this 27 Day of June 19 80
Jack Donati Auditor
Transfer Fees \$

Duly entered for taxation June 27 19 80
Jack Donati, Auditor. Filed for Record
June 27 19 80 at 3:15 PM year 1980
Page 1846-50 Fee \$ 65.00
Virginia Johnson R.D.C.

SCHEDULE "A"

ALL THAT PROPERTY located at Gaston situate in the Township of Washington, County of Delaware and State of Indiana, and being all of the right, title and interest of the Penn Central Corporation in and to all those certain pieces or parcels of land and premises, easements, rights-of-way, and any other rights of any kind whatsoever appurtenant thereto or used in conjunction therewith on and along an abandoned portion of railroad of the former The Philadelphia, Baltimore and Washington Railroad Company known as the Muncie Branch, being a strip of land 100 feet wide, and described as follows:

BEGINNING at the centerline of Wheeling Pike (County Road 1186 North) extended across the right-of-way of said abandoned portion of railroad through a point in the centerline thereof at railroad valuation survey station 1488+23, +, and extending thence in general southeasterly direction the distance of 2,100 feet, more or less, along said centerline of railroad to the south line of the North Half of Section 14, Township 22 North, Range 9 East extended across the right-of-way of said abandoned portion of railroad through a point in the centerline thereof at railroad valuation survey station 1509+23, +, the place of ending.

EXCEPTING AND RESERVING, however, to Grantor, easements for all existing wire and pipe agreements, occupancies and licenses, if any, between Grantor and other parties, not of record, that in any way encumber the premises hereinabove described, together with the right to convey such easements to the occupant without securing approval of the Grantee herein. Grantor specifically reserves and retains all rentals, fees and considerations resulting from such agreements, occupancies, licenses and easement conveyances.

SUBJECT, however, to (1) such state of facts that an accurate survey or personal inspection of the premises may disclose; and (2) rights of the public in that portion of the premises within the bed of Wheeling Pike (County Road 1186 North).

THIS DEED is delivered by Grantor and accepted by Grantee upon the understanding and agreement that should any claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantor.

TITLE to the premises hereinabove described became vested in the said Grantor pursuant to Articles of Merger between The Philadelphia, Baltimore and Washington Railroad Company and The Penn Central Corporation, effective December 31, 1979.

1-981 R.C.

DEED 1980 1848

THE words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this Indenture so requires and whether singular or plural, such words shall be deemed to include in all cases the heirs or successors and assigns of the respective parties.

IN WITNESS WHEREOF, the said Grantor has caused this Indenture to be executed this 19th day of June A.D. 1980

SEALED AND DELIVERED in the presence of us:

THE PENN CENTRAL CORPORATION

BY: Joseph J. Sopon
JOSEPH J. SOPON, Director of Leased Property and Special Sales

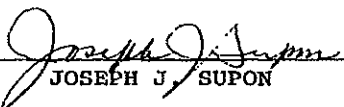
ATTEST: Assistant Secretary
Assistant Secretary

Mildred C. Oparka
Richard L. Kasey

COMMONWEALTH OF PENNSYLVANIA :
 :SS
COUNTY OF PHILADELPHIA :

AFFIDAVIT THAT NO GROSS INCOME TAX IS DUE

The undersigned, being first duly sworn upon oath,
says that the undersigned is duly authorized to make this
Affidavit on behalf of the Grantor named in the foregoing deed
and that there is no Indiana Gross Income Tax due upon the
proceeds received from the transfer of real estate, or any
interest therein, described in such deed at the time of such
transfer.



JOSEPH J. SUPON

Sworn to and subscribed
before me this 19th day
of June, 1980.



Notary Public

MILDRED C. ORUSKA
Notary Public, Phila., Phila. Co.
My Commission Expires May 28, 1984