

COMMITMENT FOR TITLE INSURANCE

Issued By
NORTH AMERICAN 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, *North American Title Insurance Company*, a(n) 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 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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by North American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (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>.

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Transaction Identification Data for reference only:

Issuing Agent: Doma Insurance Agency of Indiana, LLC
 Issuing Office: 236 Frontage Road, Columbia City, IN 46725
 Issuing Office's ALTA® Registry ID:
 Loan ID No.:
 Commitment No.: 15701-21-06061-IN
 Issuing Office File No.: 15701-21-06061-IN
 Property Address: 2030 E 400 S, Columbia City, IN 46725

SCHEDULE A

1. Commitment Date: October 14, 2021 at 08:00 AM
2. Policy to be issued:
 - a. ALTA 2013 Homeowner's Policy of Title Insurance
 Proposed Insured: To Be Determined
 Proposed Policy Amount: \$0.00
 - b. ALTA Loan Policy of Title Insurance
 Proposed Insured: , its successors and/or assigns as their respective interests may appear.
 Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:

Trudy L. Miller and Julie M. Casner, Trustees of the Wilma J. Miller Irrevocable Trust dated September 9, 2019
5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

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Authorized Countersignature:



By: Laura Ormsby
Doma Insurance Agency of Illinois, Inc.

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**SCHEDULE B, PART I
Requirements**

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.
5. The Company must be provided with that portion of the trust agreement and any amendments thereto identifying the trustees and authorizing the transaction. The Company reserves the right to make additional requirements upon a review of the submitted trust agreement and amendments, if any.
6. 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.
7. Pay the agreed amount for the estate or interest to be insured.
8. Pay the premiums, fees, and charges for the Policy to the Company.
9. 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.
10. Trustees Deed from Trudy L. Miller and Julie M. Casner, Trustees of the Wilma J. Miller Irrevocable Trust dated September 9, 2019 vesting fee simple title in To Be Determined.
11. Vendors Affidavit satisfactory to Company and to the underwriter to be furnished.
12. Mortgage executed by proposed Mortgagor to the proposed insured lender.
13. Current taxes and/or drain assessments as shown in Schedule B-Section 2 are to be paid.
14. Mortgagors Affidavit(s) to be furnished.
15. A search and examination of the insured real estate reveals no open and unpaid mortgage on this land. Due to underwriter requirements, we require the execution of a specific affidavit of the current owners, confirming that there is no mortgage on the land at the present time, in recordable form.

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16. NOTE: A 36 month chain of title was done and we find the following:

Affidavit of Survivorship from Trudy L. Miller, Co-Trustee of the Wilma J. Miller Irrevocable Trust Dated September 9, 2019, states Wilma J. Miller DOD November 24, 2020 to Trudy L. Miller and Julie M. Casner, Trustees of the Wilma J. Miller Irrevocable Trust dated September 9, 2019, dated January 25, 2021, recorded February 1, 2021, as Instrument No. 2021020025 in the office of the Recorder of Whitley County, Indiana.

Transfer On Death Deed from Wilma J. Miller to Trudy L. Miller and Julie M. Casner, Trustees of the Wilma J. Miller Irrevocable Trust dated September 9, 2019, dated September 9, 2019, recorded September 19, 2019, as Instrument No. 2019090374 in the office of the Recorder of Whitley County, Indiana.

Quit Claim Deed from Trudy L. Miller-Longhenry, undivided one-third (1/3) interest, Julie Miller Casner, undivided one-third (1/3) interest, Colin S. Fisher, undivided one-sixth (1/6) interest, and Sarah K. Ross, undivided one-sixth (1/6) interest to Wilma J. Miller, dated September 9, 2019, recorded September 19, 2019, as Instrument No. 2019090373 in the office of the Recorder of Whitley County, Indiana.

Gift Warranty Deed from Wilma J. Miller, surviving spouse of Amos J. Miller, deceased - reserving life estate, to Trudy L. Miller-Longhenry, undivided one-third (1/3) interest, Julie Miller Casner, undivided one-third (1/3) interest, Colin S. Fisher, undivided one-sixth (1/6) interest, and Sarah K. Ross, undivided one-sixth (1/6) interest, dated July 20, 2017, recorded August 11, 2017, as Instrument No. 2017080242 in the office of the Recorder of Whitley County, Indiana.

17. NOTE: If an insured closing is completed by North American Title Insurance Company Short Form Policy/Policies will be issued at the time of closing.

18. NOTE: If North American Title Insurance Company will be serving as the closing agent and this closing will take place on or after July 1, 2009, funds provided in excess of \$10,000.00 must be wired and funds less than \$10,000.00 must be good funds in compliance with IC 27-7-3.7.

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SCHEDULE B, PART II
Exceptions

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:

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. 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.
3. 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.
4. Rights or claims of parties in possession not shown by the public records.
5. Easements, or claims of easements, not shown by the public records.
6. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
7. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
8. Taxes or special assessments which are not shown as existing liens by the public records.

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9. Property Taxes are as follows:
Tax Year: 2020
Due and Payable: 2021
May installment amount \$1,523.53
Status: Paid
November installment amount \$1,523.53
Status: Unpaid
Name of Taxpayer: Miller, Wilma J Irrevocable Trust
Land \$125,800.00
Improvements: \$163,100.00
Exemptions: Homestead \$45,000.00
Exemptions: Homestead - Supplemental \$43,155.00
Taxing Unit: (012) Union Township
Tax Identification No.: 92-05-31-000-401.000-012
State Parcel No: 92-05-31-000-401.000-012
Description: FRL NW4 EX 2.50A S31 T31 R10 134.75A
10. Special Assessment as set forth below:

Type of Assessment: 310-Whitley CO Solid Waste
May Installment: \$53.00, Paid

Type of Assessment: 5203-000a-Gangwer H
May Installment: \$101.06, Paid
Type of Assessment: 5203-000a-Gangwer H
November Installment: \$101.07, Unpaid
All future assessments are not yet due and payable.

Taxes for 2021 payable in 2022 are a lien, but not yet due and payable.
Taxes for 2022 due and payable in 2023 are a lien, but not yet due and payable and taxes for all subsequent installments, which are not yet a lien.
11. Added improvements in place as of January 1, 2021 are subject to assessment which could increase the tax amounts due in January 1, 2022, in such cases, the Town or Township assessor should be contacted relative to possible new assessment amounts.
12. The real estate tax information set forth above is all that is currently available in the County Tax computer. Recent computer program changes may have rendered incomplete or inaccurate the available data. THIS INFORMATION MAY NOT BE SUFFICIENT FOR THE PURPOSE OF ESTABLISHING A PROPER REAL ESTATE TAX ESCROW. Neither the Company nor its agent, assume or accept any responsibility for loss, damage, cost or expense due to, or arising out of the unavailability of accurate tax information.
13. The Company assumes no liability for increases in the amount of real estate taxes as shown above, and any civil penalties, as a result of retroactive revaluation of the land and improvements, changes in the usage of the land or the loss of any exemption or deduction applicable to the land insured herein.

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14. Rights of the public, the State of Indiana, the County of Whitley and the municipality in and to that part of the land taken or used for road purposes.
15. Rights of way for drainage tiles, feeders and laterals, if any.
16. Terms and provisions of the trust under which title is held.
17. The acreage indicated 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.
18. Riparian rights are neither guaranteed nor insured; riparian or littoral rights of others in and to the ditch, stream, or other body of water on, or through, the insured real estate described herein.
19. The address shown on Schedule A, is solely for the purpose of identifying said tract and should not be construed as insuring the address shown in the description of the land.
20. Any map/plat furnished is being done so as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

NOTE: Any exception contained herein omits any covenant or restriction, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

21. NOTE: North American Title Insurance Company has not conducted a state court judgment search against the purchaser, as any state court judgment against the purchaser is subordinate to the insured mortgage herein pursuant to Indiana Code 32-29-1-4 which states: PURCHASE MONEY MORTGAGE Sec. 4. A Mortgage granted by a purchaser to secure purchase money has priority over a prior judgment against the Purchaser.
22. NOTE: Judgment search has been made against Trudy L. Miller and Julie M. Casner as Trustees and the Wilma J. Miller Irrevocable Trust for ten years last past. (FIND NONE).

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The Land is described as follows:

The Northwest Fractional Quarter of Section 31, Township 31 North, Range 10 East, containing 137.23 acres, more or less, according to Government Survey.

LESS AND EXCEPT: Part of the Northwest Fractional Quarter of Section 31, Township 31 North, Range 10 East, Whitley County, Indiana, more particularly described as follows, to wit:

Beginning at an iron pin found marking the Northeast corner of said Northwest Fractional Quarter; thence West, on and along the North line of said Northwest Fractional Quarter, being within the right-of-way of County Road 400S, a distance of 295.0 feet to a P.K. nail; thence Southerly, by an interior angle of 89°-42'-20", parallel to the East line of said Northwest Fractional Quarter, a distance of 369.15 feet to an iron pin; thence East, parallel to said North line, a distance of 295.0 feet to an iron pin on said East line; thence Northerly, on and along said East line, a distance of 369.15 feet to the point of beginning, containing 2.500 acres of land, more or less, subject to legal right-of-way for County Road.

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