

Transaction Identification Data for reference only:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Fidelity National Title Company, LLC 108 W. Main Street Warsaw, IN 46580 Main Phone: (574)268-0065	Fidelity National Title Company, LLC 108 W. Main Street Warsaw, IN 46580 Main Phone: (574)268-0065 Main Fax: (574)268-0095

Order Number: 702200426

Property Address: Vacant Land S Packerton Rd., Claypool, IN 46510

SCHEDULE A

1. Commitment Date: April 14, 2022 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Homeowner's Policy of Title Insurance 2013 (Policy Conversion)
 - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 - Proposed Policy Amount: \$10,000.00
 - (b) ALTA Short Form Residential Loan Policy 2012
 - Proposed Insured: Lender with contractual obligations under a loan agreement with the proposed insured owner identified in Item 2 above, its successors and/or assigns as their respective interests may appear
 - Proposed Policy Amount: \$10,000.00
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:
 - D. Trent Doran
5. The Land is described as follows:
 - SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National 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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 43-19-07-400-131.000-009

THE NORTH HALF OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 7, TOWNSHIP 30 NORTH, RANGE 7 EAST, IN KOSCIUSKO COUNTY, INDIANA; EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT, TO-WIT:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST FRACTIONAL QUARTER, THENCE WEST ON THE NORTH LINE OF SAID QUARTER 15 RODS; THENCE SOUTH 16 RODS; THENCE EAST 15 RODS TO THE EAST LINE OF SAID QUARTER SECTION; THENCE NORTH 16 RODS TO THE PLACE OF BEGINNING.

ALSO EXCEPT A PART OF THE NORTH HALF OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 30 NORTH, RANGE 7 EAST, IN JACKSON TOWNSHIP, KOSCIUSKO COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A P.K. NAIL SET AT THE NORTHWEST CORNER OF SAID FRACTIONAL NORTHWEST QUARTER; THENCE NORTH 87 DEGREES 39 MINUTES 22 SECONDS EAST ALONG THE NORTH LINE OF SAID FRACTIONAL NORTHWEST QUARTER, 1490.14 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO HERMAN AND GRACE FULTZ DATED JAN. 31, 1927 AS RECORDED IN DEED RECORD BOOK 130 PAGE ON PAGE 605 AT THE RECORDER'S OFFICE OF SAID COUNTY (SAID POINT BEING WITNESSED BY THE CENTER OF A WOOD CORNER POST 19.31 FEET SOUTH 01 DEGREE 24 MINUTES 38 SECONDS EAST) THENCE SOUTH 01 DEGREE 24 MINUTES 38 SECONDS EAST ALONG THE WEST LINE OF SAID FULTZ TRACT 265.00 FEET TO THE SOUTHERLY SIDE OF A WOOD POST AT THE SOUTHWEST CORNER OF SAID FULTZ TRACT; THENCE SOUTH 86 DEGREES 24 MINUTES 23 SECONDS WEST ALONG A FENCE LINE, 926.81 FEET TO A WOOD FENCE POST; THENCE SOUTH 88 DEGREES 10 MINUTES 42 SECONDS WEST, 355.93 FEET TO A WOOD CORNER POST; THENCE NORTH 01 DEGREE 24 MINUTES 18 SECONDS EAST, 73.13 FEET TO AN IRON STAKE; THENCE SOUTH 89 DEGREES 15 MINUTES 35 SECONDS WEST, 216.49 FEET TO A RAILROAD SPIKE ON THE WEST LINE OF THE FRACTIONAL NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS (ASSUMED BEARING) ALONG SAID WEST LINE, 203.07 FEET TO THE POINT OF BEGINNING, CONTAINING 9.16 ACRES MORE OR LESS.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National 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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**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. 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.
6. In the event any document is to be notarized using remote online notary, the following requirements apply:
 - A. Confirmation prior to closing that the County Recorders Office of Kosciusko, Indiana will accept and approve authorized electronic recording of electronically signed and notarized instruments in the form and format being used.
 - B. Electronic recordation in the Recorders Office of Kosciusko of the documents required herein to create the insured estates or interests.
 - C. Execution of instruments in accordance with Indiana law.
 - D. Acknowledgment of the documents required herein to create the insured estates or interests by a notary public properly commissioned as an online notary public by the Indiana Secretary of State with the ability to perform electronic and online notarial acts under IC 33-42-17.
7. M. Brooke Doran, who formerly held a life estate in the Land, is deceased. The Company must be furnished the following in recordable form:
 - a) Date and place of death and/or certified copy of Death Certificate
 - b) Statement that Federal Estate Tax, if any, has been paid

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National 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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Commitment for Title Insurance (08/01/2016)



**SCHEDULE B, PART I
REQUIREMENTS**
(continued)

8. Sharon L. Doran, who formerly held a life estate in the Land, is deceased. The Company must be furnished the following in recordable form:
- a) Date and place of death and/or certified copy of Death Certificate
 - b) Statement that Federal Estate Tax, if any, has been paid
- The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
9. Furnish for recordation a deed as set forth below:
- Type of deed: Warranty
Grantor(s): Fee Simple Title Holder as shown on Schedule A
Grantee(s): Proposed Insured as shown on Schedule A
10. Disclosure of Sales Information form(s) prescribed by the State Board of Tax Commissioners pursuant to IC 6-1.1-5.5 must be filed with the Auditors Office. Strict compliance must be followed using the most recent version of the Indiana Sales Disclosure.
11. Mortgage executed by proposed Mortgagor to the proposed insured lender.
12. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
13. ***** TAXES ARE DELINQUENT. Payment in full of delinquent property taxes and assessments, together with penalty and interest, if any. The County Treasurer must be contacted for the exact figures. *****
- Parcel No.: 019-704001-70/43-19-07-400-131.000-009 Key Number 019-074-002
14. As per the purchase agreement, current taxes and/or drain assessments as shown in Schedule B-Section 2 are to be paid.
15. The Company should be furnished a Vendors Affidavit.
16. Furnish evidence that all assessments which are due the owners' association and/or master association, if any, have been paid in full and are current.
17. Furnish proof that any outstanding municipal and/or county tax assessments which are due have been paid current.

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

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National 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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Commitment for Title Insurance (08/01/2016)



**SCHEDULE B, PART I
REQUIREMENTS**
(continued)

A Deed dated August 23, 2013 and recorded August 30, 2013 from Brooke Doran and Sharon Doran, husband and wife to D. Trent Doran, an adult individual reserving a life estate to M. Brooke Doran and Sharon L. Doran as Instrument No. 2013081852.

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

NOTE: If Fidelity National 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.

END OF SCHEDULE B, PART I

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National 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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**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 report 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 encroachment, 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 or hereafter 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.
7. Property Taxes are as follows:

Tax Year: 2021

Due and Payable: 2022

May Installment: \$95.72 Unpaid

November Installment: \$95.72 Unpaid

Name of Taxpayer: Doran, D. Trent

Land: \$13,300.00

Improvements: \$0.00

Exemptions: \$0.00

Tax Identification No.: 019-704001-70, State Tax ID No.: 43-19-07-400-131.000-009, Key No.: 019-074-002

Description: Pt N 1/2 NW 7-30-7 41.34 A

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National 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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Commitment for Title Insurance (08/01/2016)



**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

8. Semi-Annual Assessment as set forth below:
- Type of Assessment: Joseph Metzger
May Installment: \$108.53, Unpaid
November Installment: \$108.53, Unpaid
- All future assessments are not yet due and payable.
9. Taxes for the year 2022 are a lien, due in 2023, but are not yet due and payable.
10. Added improvements in place as of January 1, 2022 are subject to assessment which could increase the tax amounts due in 2023, in such cases, the Town or Township assessor should be contacted relative to possible new assessment amounts.
11. 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.
12. 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.
13. Acreage contained in the legal description of the Land is shown solely for the purpose of identifying and describing the Land, and this search should not be construed as insuring the quantity of land as set forth in said description.
14. Rights of the public, the State of Indiana and/or the municipality, and others entitled thereto, in and to that part of the Land taken or used for road purposes.
15. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
16. 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.
17. 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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National 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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

NOTE: Fidelity National 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.

END OF SCHEDULE B, PART II

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National 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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

