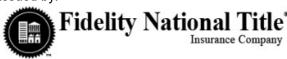
# ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



Commitment Number:

922400481

#### 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 EXTRACONTRACTUAL 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Edward W. Hardig, Jr. Authorized Officer or Agent

Edward W. Hardigg.

Issued Date: August 22, 2024

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# FIDELITY NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Fidelity National Title Company, LLC 211 E. Maumee St., Suite 102 Angola, IN 46703	Fidelity National Title Company, LLC 211 E. Maumee St., Suite 102 Angola, IN 46703
Main Phone: (260)687-6056	Main Phone: (260)687-6056 Main Fax: (260)624-3502

Order Number: 922400481

Property Address: 10269 W 475 S, Hudson, IN 46747

# **SCHEDULE A**

1. Commitment Date: August 5, 2024 at 08:00 AM

2. Policy to be issued:

(a) ALTA Owner's Policy 2021

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the

vested owner identified at Item 4 below

Proposed Amount of Insurance: \$10,000.00 The estate or interest to be insured: Fee Simple

(b) ALTA Loan Policy 2021

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 Amount of Insurance: \$10,000.00 The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

The Heirs and/or Devisee's of Rodney L. Parr, deceased

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

#### **END OF SCHEDULE A**

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# **EXHIBIT "A"**

Legal Description

For APN/Parcel ID(s): 76-12-18-000-028.000-014, 76-12-18-000-032.000-014, 76-12-19-000-002.000-014 and

76-12-18-000-041.000-014

#### PARCEL 1:

A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 12 EAST, SALEM CIVIL TOWNSHIP, STEUBEN COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A P.K. NAIL ON THE SOUTH LINE OF THE NORTH ONE-HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 18, NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST (ASSUMED BEARING AND BASIS OF ALL BEARINGS TO FOLLOW IN THIS DESCRIPTION) ON AND ALONG THE SOUTH LINE OF SAID SOUTH HALF-QUARTER. 1270.00 FEET FROM AN IRON PIPE AT THE SOUTHEAST CORNER OF SAID HALF-QUARTER SECTION; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS AT RIGHT ANGLES TO THE SOUTH LINE OF SAID HALF-QUARTER SECTION 29.0 FEET MORE OR LESS TO THE SHORELINE OF BIG TURKEY LAKE; THENCE MEANDERING NORTHERLY AND WESTERLY ON AND ALONG SAID LAKE SHORELINE THE FOLLOWING 22 COURSES AND DISTANCES: 1. NORTH 82 DEGREES 52 MINUTES 30 SECONDS WEST, 80.6 FEET, 2. NORTH 73 DEGREES 18 MINUTES 00 SECONDS WEST, 52.2 FEET, 3. SOUTH 65 DEGREES 17 MINUTES 50 SECONDS WEST, 55.0 FEET, 4. NORTH 87 DEGREES 42 MINUTES 30 SECONDS WEST, 100.1 FEET, 5. NORTH 80 DEGREES 21 MINUTES 10 SECONDS WEST, 101.4 FEET, 6. SOUTH 83 DEGREES 09 MINUTES 30 SECONDS WEST, 100.7 FEET, 7. NORTH 81 DEGREES 28 MINUTES 10 SECONDS WEST, 101.1 FEET, 8. NORTH 56 DEGREES 41 MINUTES 20 SECONDS WEST, 83.8 FEET, 9. NORTH 17 DEGREES 01 MINUTE 40 SECONDS EAST, 42.9 FEET, 10. SOUTH 83 DEGREES 06 MINUTES 10 SECONDS EAST, 136.0 FEET, 11. NORTH 62 DEGREES 29 MINUTES 20 SECONDS EAST, 86.1 FEET, 12. NORTH 41 DEGREES 08 MINUTES 20 SECONDS EAST, 101.0 FEET, 13. NORTH 13 DEGREES 00 MINUTES 50 SECONDS EAST, 58.6 FEET, 14. NORTH 37 DEGREES 30 MINUTES 00 SECONDS WEST, 124.5 FEET, 15. NORTH 31 DEGREES 54 MINUTES 20 SECONDS WEST, 113.2 FEET, 16. NORTH 3 DEGREES 50 MINUTES 30 SECONDS WEST, 126.0 FEET, 17. NORTH 13 DEGREES 44 MINUTES 30 SECONDS EAST, 163.2 FEET, 18. NORTH 30 DEGREES 43 MINUTES 50 SECONDS EAST, 114.0 FEET, 19. NORTH 21 DEGREES 58 MINUTES 00 SECONDS EAST, 70.4 FEET, 20. NORTH 72 DEGREES 16 MINUTES 30 SECONDS WEST, 63.0 FEET, 21. SOUTH 85 DEGREES 43 MINUTES 30 SECONDS WEST, 328.9 FEET, AND 22. NORTH 39 DEGREES 06 MINUTES 50 SECONDS WEST, 285.3 FEET TO THE INTERSECTION OF SAID LAKE SHORELINE AND THE EAST WATERLINE OF TURKEY CREEK DITCH: THENCE MEANDERING SOUTHERLY AND EASTERLY ON AND ALONG THE EAST WATERLINE OF SAID TURKEY CREEK DITCH THE FOLLOWING 4 COURSES AND DISTANCES: 1. SOUTH 8 DEGREES 56 MINUTES 40 SECONDS EAST, 301.3 FEET, 2. SOUTH 7 DEGREES 07 MINUTES 50 SECONDS EAST, 372.0 FEET, 3. SOUTH 7 DEGREES 31 MINUTES 40 SECONDS EAST, 287.1 FEET, AND 4. SOUTH 9 DEGREES 17 MINUTES 40 SECONDS EAST, 180.8 FEET; THENCE SOUTH 5 DEGREES 29 MINUTES 50 SECONDS WEST ON THE EXTENDED EAST WATERLINE OF SAID DITCH, 27.0 FEET MORE OR LESS TO A P.K. NAIL ON THE SOUTH LINE OF THE AFORESAID HALF-QUARTER SECTION: THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ON AND ALONG THE SOUTH LINE OF SAID HALF-QUARTER SECTION, 778.40 FEET TO THE POINT OF BEGINNING, CONTAINING 9.2 ACRES, MORE OR LESS.

# PARCEL 2:

## TRACT A:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 12 EAST, EXCEPT 14.87 ACRES OFF THE EAST SIDE, CONTAINING AFTER SAID EXCEPTION 25.13 ACRES, MORE OR LESS, LOCATED IN STEUBEN COUNTY, INDIANA.

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AMERICAN LAND TITLE

# **EXHIBIT "A"**

# Legal Description

ALSO, ALL THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 19 LYING EAST OF THE CENTER OF TURKEY CREEK DITCH CONTAINING 15 ACRES, MORE OR LESS.

#### TRACT B:

THE SOUTH HALF OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 12 EAST, LYING EAST OF TURKEY CREEK DITCH, IN STEUBEN COUNTY, INDIANA, EXCEPT 6 ACRES OF LAND SOLD TO HUGH MENAUGH. ALSO EXCEPTING THE FOLLOWING: BEGINNING 362 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 12 EAST, THENCE WEST 476 FEET; THENCE SOUTHEASTERLY TO A POINT 191 FEET WEST OF THE SHORE OF HENRY LAKE ON THE SOUTH SECTION LINE OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 12 EAST; THENCE EAST ALONG THE SOUTH BOUNDARY LINE OF SAID SECTION 18, TO THE SHORE OF HENRY LAKE; THENCE FOLLOWING THE SHORE OF HENRY LAKE IN A NORTHERLY AND EASTERLY DIRECTION TO THE CENTERLINE OF TURKEY CREEK; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF TURKEY CREEK TO THE PLACE OF BEGINNING, SAID EXCEPTION CONTAINING 11 ACRES, MORE OR LESS. ALSO EXCEPTING, BEGINNING AT A POINT 838 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 12 EAST, THENCE WEST A DISTANCE OF 9 FEET; THENCE SOUTH 9 DEGREES 30 MINUTES EAST 1267 FEET TO THE SOUTH LINE OF SAID SECTION 18 THENCE EAST A DISTANCE OF 9 FEET; THENCE NORTH 9 DEGREES 30 MINUTES WEST 1267 FEET TO THE POINT OF BEGINNING.

#### PARCEL 3:

A PART OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 12 EAST, IN STEUBEN COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING 6 CHAINS AND 52 LINKS EAST OF THE CENTER OF SAID SECTION 18, AT THE INTERSECTION OF THE CENTER LINE OF TURKEY CREEK DITCH AND THE EAST AND WEST QUARTER LINE AND SAID SECTION 18; THENCE SOUTH 9 DEGREES EAST, ALONG THE CENTER LINE OF SAID DITCH, TO THE EAST AND WEST ONE-EIGHTH LINE, BEING THE CENTER OF THE STROH-SALEM CENTER ROAD; THENCE EAST ON THE SAID ONE-EIGHTH SECTION LINE TO A POINT 80 LINKS WEST OF THE EAST LINE OF SAID SECTION 18; THENCE NORTH 9 DEGREES 30 MINUTES WEST, 4 CHAINS AND 75 LINKS; THENCE NORTH 19 DEGREES WEST, 5 CHAINS TO THE ORIGINAL MARGIN OF TURKEY LAKE; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG THE ORIGINAL MARGIN OF SAID TURKEY LAKE TO THE EAST AND WEST QUARTER LINE; THENCE WEST ALONG SAID QUARTER LINE, 13 CHAINS AND 80 LINKS TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM, ANY PORTION OF THE FOLLOWING DESCRIBED TRACT WHICH LIES WITHIN THE ABOVE-DESCRIBED TRACT, TO-WIT:

THE EAST 1250 FEET OF THE NORTH ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 12 EAST, STEUBEN COUNTY, INDIANA. SAID EXCEPTION INTENDING TO EXCLUDE, FROM TRACT ABOVE, THE ENTIRE PORTION AS DESCRIBED IN THE PLAT OF SHA-GET ACRES AND ALL PORTIONS EASTERLY OF SAID PLAT.

ALSO EXCEPTING THEREFROM, THE TRACT DESCRIBED AS "PARCEL TWO" IN DEED RECORD VOL. 172, PAGE 495 IN THE RECORDS OF STEUBEN COUNTY. TO-WIT:

BEGINNING AT A P.K. NAIL ON THE SOUTH LINE OF THE NORTH ONE-HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 18, NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST (ASSUMED BEARING AND BASIS OF

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AMERICAN LAND TITLE

# **EXHIBIT "A"**

# Legal Description

ALL BEARINGS TO FOLLOW IN THIS DESCRIPTION) ON AND ALONG THE SOUTH LINE OF SAID HALF-QUARTER SECTION, 1250.00 FEET FROM AN IRON PIPE AT THE SOUTHEAST CORNER OF SAID HALF-QUARTER SECTION, SAID P.K. NAIL AT THE POINT OF BEGINNING ALSO BEING AT THE SOUTHWEST CORNER OF THE RECORDED SUBDIVISION OF SHA-GET ACRES, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS, AT RIGHT ANGLES TO THE SOUTH LINE OF SAID HALF-QUARTER SECTION, ALSO BEING ON AND ALONG THE WEST LINE OF SAID SHA-GET ACRES, 31.8 FEET, MORE OR LESS, TO THE PRESENT SHORELINE OF BIG TURKEY LAKE; THENCE SOUTH 82 DEGREES 01 MINUTE 50 SECONDS WEST ON AND ALONG SAID LAKE SHORELINE, 20.2 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS, AT RIGHT ANGLES TO THE SOUTH LINE OF THE AFORESAID HALF-QUARTER SECTION, 29.0 FEET MORE OR LESS TO A P.K. NAIL ON THE SOUTH LINE OF SAID HALF-QUARTER SECTION; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ON AND ALONG THE SOUTH LINE OF SAID HALF-QUARTER SECTION 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.01 ACRE, MORE OR LESS.

ALSO EXCEPTING THEREFROM: A TRACT OF LAND DESCRIBED IN DEED RECORD VOL. 165, PAGE 569 IN THE RECORDS OF STEUBEN COUNTY, INDIANA, TO-WIT:

BEGINNING AT A P.K. NAIL ON THE SOUTH LINE OF THE NORTH ONE-HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 18, NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST (ASSUMED BEARING AND BASIS OF ALL BEARINGS TO FOLLOW IN THIS DESCRIPTION) ON AND ALONG THE SOUTH LINE OF SAID SOUTH HALF-QUARTER, 1270.00 FEET FROM AN IRON PIPE AT THE SOUTHEAST CORNER OF SAID HALF-QUARTER SECTION: THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS AT RIGHT ANGLES TO THE SOUTH LINE OF SAID HALF-QUARTER SECTION 29.0 FEET MORE OR LESS TO THE SHORELINE OF BIG TURKEY LAKE; THENCE MEANDERING NORTHERLY AND WESTERLY ON AND ALONG SAID LAKE SHORELINE THE FOLLOWING 22 COURSES AND DISTANCES: 1. NORTH 82 DEGREES 52 MINUTES 30 SECONDS WEST, 80.6 FEET, 2. NORTH 73 DEGREES 18 MINUTES 00 SECONDS WEST, 52.2 FEET, 3. SOUTH 65 DEGREES 17 MINUTES 50 SECONDS WEST, 55.0 FEET, 4. NORTH 87 DEGREES 42 MINUTES 30 SECONDS WEST, 100.1 FEET, 5. NORTH 80 DEGREES 21 MINUTES 10 SECONDS WEST, 101.4 FEET, 6. SOUTH 83 DEGREES 09 MINUTES 30 SECONDS WEST, 100.7 FEET, 7. NORTH 81 DEGREES 28 MINUTES 10 SECONDS WEST, 101.1 FEET, 8. NORTH 56 DEGREES 41 MINUTES 20 SECONDS WEST, 83.8 FEET, 9. NORTH 17 DEGREES 01 MINUTE 40 SECONDS EAST, 42.9 FEET, 10. SOUTH 83 DEGREES 06 MINUTES 10 SECONDS EAST. 136.0 FEET. 11. NORTH 62 DEGREES 29 MINUTES 20 SECONDS EAST, 86.1 FEET, 12. NORTH 41 DEGREES 08 MINUTES 20 SECONDS EAST, 101.0 FEET, 13. NORTH 13 DEGREES 00 MINUTES 50 SECONDS EAST, 58.6 FEET, 14. NORTH 37 DEGREES 30 MINUTES 00 SECONDS WEST, 124.5 FEET, 15. NORTH 31 DEGREES 54 MINUTES 20 SECONDS WEST, 113.2 FEET, 16. NORTH 3 DEGREES 50 MINUTES 30 SECONDS WEST, 126.0 FEET, 17. NORTH 13 DEGREES 44 MINUTES 30 SECONDS EAST, 163.2 FEET, 18. NORTH 30 DEGREES 43 MINUTES 50 SECONDS EAST, 114.0 FEET, 19. NORTH 21 DEGREES 58 MINUTES 00 SECONDS EAST, 70.4 FEET, 20. NORTH 72 DEGREES 16 MINUTES 30 SECONDS WEST, 63.0 FEET, 21. SOUTH 85 DEGREES 43 MINUTES 30 SECONDS WEST, 328.9 FEET, AND 22. NORTH 39 DEGREES 06 MINUTES 50 SECONDS WEST, 285.3 FEET TO THE INTERSECTION OF SAID LAKE SHORELINE AND THE EAST WATERLINE OF TURKEY CREEK DITCH; THENCE MEANDERING SOUTHERLY AND EASTERLY ON AND ALONG THE EAST WATERLINE OF SAID TURKEY CREEK DITCH THE FOLLOWING 4 COURSES AND DISTANCES: 1. SOUTH 8 DEGREES 56 MINUTES 40 SECONDS EAST, 301.3 FEET, 2. SOUTH 7 DEGREES 07 MINUTES 50 SECONDS EAST, 372.0 FEET, 3. SOUTH 7 DEGREES 31 MINUTES 40 SECONDS EAST, 287.1 FEET, AND 4. SOUTH 9 DEGREES 17 MINUTES 40 SECONDS EAST, 180.8 FEET; THENCE SOUTH 5 DEGREES 29 MINUTES 50 SECONDS WEST ON THE EXTENDED EAST WATERLINE OF SAID DITCH, 27.0 FEET MORE OR LESS TO A P.K. NAIL ON THE SOUTH LINE OF THE AFORESAID HALF-QUARTER SECTION; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ON AND ALONG THE SOUTH LINE OF SAID HALF-QUARTER SECTION. 778.40 FEET TO THE POINT OF BEGINNING, CONTAINING 9.2 ACRES, MORE OR LESS.

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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. 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 Steuben, 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 Steuben 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. The Company will require, for its review, an insurable legal description for the Land the subject of this transaction. If a survey is being furnished, the survey must be prepared by a licensed State of Indiana registered land surveyor.

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

- 8. The Company should be furnished the following information in connection with the death of Rodney L. Parr, deceased:
  - a. Order Authorizing Unsupervised Administration.
  - b. Letters Testamentary or of Administration issued to the Personal Representative.
  - c. The conveyance from the Personal Representative should recite that it is being executed by virtue of his/her power under Indiana Law.

The Company reserves the right to amend the title finding (vesting) and/or add additional items or make further

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# SCHEDULE B, PART I - Requirements

(continued)

requirements after review of the requested documentation.

9. Furnish for recordation a deed as set forth below:

> Type of deed: Co-Personal Representative's Grantor(s): Fee Simple Title Holder as shown on Schedule A Grantee(s): Proposed Insured as shown on Schedule A

- 10. Said deed will be executed by Richard B. Parr and Erica L. Parr as Personal Representative of the Estate of Rodney L. Parr. The deed should recite the Estate Cause No. 76C01-2311-EU-000128 and contain a proper recital of the Personal Representatives authority to execute the deed.
- 11. 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.
- 12. Mortgage executed by proposed Mortgagor to the proposed insured lender.
- Payment and Release of Mortgage from Rodney Parr to Mortgage Electronic Registration Systems, Inc. as 13. Nominee for State Farm Bank, F.S.B., in the amount of \$70,000.00, dated January 10, 2017 and filed on January 17, 2017, and recorded in Instrument No. 17010334 of the Steuben County Records.
- 14. The Company should be provided a statement from the borrower(s) relative to the above mortgage disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or postponed payments, or other restructuring of the debt secured by the mortgage.
- As per the purchase agreement, current taxes and/or drain assessments as shown in Schedule B-Section 2 are to 15. be paid.
- 16. The Company should be furnished a Vendors Affidavit.
- 17. Furnish proof that any outstanding municipal and/or county tax assessments which are due have been paid current.

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**

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Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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: 2023

Due and Payable: 2024

Annual Installment: \$15.24 Paid Name of Taxpayer: Parr Rodney L

Land: \$1,700.00 Improvements: \$0.00 Exemptions: \$0.00 (None)

Tax Identification No.: 76-12-18-000-028.000-014

Description: PT NW1/4 SE1/4 SEC 18 9.20A (PARCEL 1)

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(continued)

# 8. Property Taxes are as follows:

Tax Year: 2023

Due and Payable: 2024 May Installment: \$959.06 Paid

November Installment: \$959.06 Unpaid

Name of Taxpayer: Parr Rodney

Land: \$105,300.00

Improvements: \$262,100.00

Exemptions: \$133,960.00 (Homestead - Supp/Homestead Credit)

Tax Identification No.: 76-12-18-000-032.000-014

Description: MD PT S1/2 SE1/4 SEC 18 36.74A (PARCEL 2)

NOTE: The mail to address on the current tax bill differs from the property address referenced in this commitment. As an anti-fraud measure, an absentee owner letter has been sent to the address noted on the tax bill requesting that the property owner confirm their intent to sell the property.

# 9. Property Taxes are as follows:

Tax Year: 2023

Due and Payable: 2024 May Installment: \$204.85 Paid

November Installment: \$204.85 Unpaid Name of Taxpayer: Parr Rodney

Land: \$58,400.00 Improvements: \$0.00 Exemptions: \$0.00 (None)

Tax Identification No.: 76-12-19-000-002.000-014

Description: MD PT N1/2 NE1/4 SEC 19 40.13A (PARCEL 3)

#### 10. Property Taxes are as follows:

Tax Year: 2023

Due and Payable: 2024

May Installment: \$0.00 Exempt November Installment: \$0.00 Exempt Name of Taxpayer: Parr Rodney L

Land: \$0.00

Improvements: \$0.00 Exemptions: \$0.00 (None)

Tax Identification No.: 76-12-18-000-041.000-014 Description: PT SE1/4 SEC 18 17.90A(C) (PARCEL 4)

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(continued)

- 11. Taxes for the year 2024 are a lien, due in 2025, but are not yet due and payable.
- 12. Added improvements in place as of January 1, 2024 are subject to assessment which could increase the tax amounts due in 2025, in such cases, the Town or Township assessor should be contacted relative to possible new assessment amounts.
- 13. 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.
- 14. 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.
- 15. Rights of tenants in possession as tenants only under unrecorded leases.
- 16. Terms and conditions of an Affidavit dated November 18, 1978 and recorded December 4, 1978 in Book 173, Page 555 as Instrument Number 16135.
- 17. 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.
- 18. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
- 19. Dedication to the State of Indiana dated November 18, 1978 and recorded December 4, 1978 in Book 173, Page 557 as Instrument Number 16136.
- 20. Dedication to the State of Indiana dated November 18, 1978 and recorded December 4, 1978 in Book 173, Page 558 as Instrument Number 16137.
- 21. Oil and Gas Lease between Rodney L. Parr (Lessor) and Antrim Energy, LLC (Lessee) dated January 16, 2007 and recorded April 18, 2007 as Instrument Number 07040461.
- 22. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: LaGrange County Sewer District, its successors and assigns

Recording Date: June 19, 1996 Recording No: 96-06-0487

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(continued)

23. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: LaGrange County Sewer District, its successors and assigns

Recording Date: February 21, 2001

Recording No: 01-02-0563

- Any adverse claim relative to Big Turkey Lake based upon the assertion that: 24.
  - a. The Land lies below the ordinary low water mark.
  - b. Some portion of the Land was created by artificial means.
  - c. Such rights and easements for navigation, commerce or recreation which may exist over that portion of the Land lying beneath the waters thereof.
  - d. Rights of upper and lower littoral owners with respect to the waters thereof.
- In order to delete the survey exception shown above, a satisfactory survey of the subject Land, which complies 25. with the minimum standards for land surveys made for title insurance purposes, is to be certified and furnished to the Company.

The Company reserves the right to add additional items as disclosed by the survey, or make further requirements after review of the requested documentation.

Any map/plat furnished is being done so as an aid in locating the herein described Land in relation to adjoining 26. 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: Indiana state law, effective July 1, 2023, prohibits ownership of certain real property by certain foreign parties. This law can be found at Indiana Code 1-1-16-1, et seq. (the Act). Any loss or damage resulting from a violation of the Act is excluded under the terms of the Policy.

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**

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#### **COMMITMENT CONDITIONS**

#### 1. **DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that under applicable law illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.

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(continued)

- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

# 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

#### 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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

#### 10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

#### 11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is Two Million And No/100 Dollars (\$2,000,000.00) or less may be arbitrated at the election 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 <a href="http://www.alta.org/arbitration">http://www.alta.org/arbitration</a>.

# **END OF CONDITIONS**

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# **WIRE FRAUD ALERT**

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- ALWAYS VERIFY wire instructions, specifically the ABA routing number and account number, by calling the
  party who sent the instructions to you. DO NOT use the phone number provided in the email containing the
  instructions, use phone numbers you have called before or can otherwise verify. Obtain the number of
  relevant parties to the transaction as soon as an escrow account is opened. DO NOT send an email to
  verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation: http://www.fbi.gov

Internet Crime Complaint Center: http://www.ic3.gov

Wire Fraud Alert Original Effective Date: 5/11/2017 Current Version Date: 5/11/2017

# FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective July 1, 2024

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

#### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information);
- biometric data (e.g. fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics, and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

## **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- · domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

## **Other Online Specifics**

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

<u>Web Beacons</u>. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

<u>Do Not Track</u>. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

<u>Links to Other Sites</u>. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

## **Use of Personal Information**

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

# When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

## **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

#### **Choices With Your Information**

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

<u>For California Residents</u>: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<a href="https://fnf.com/pages/californiaprivacy.aspx">https://fnf.com/pages/californiaprivacy.aspx</a>) or call (888) 413-1748.

<u>For Connecticut Residents</u>: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email <a href="mailto:privacy@fnf.com">privacy@fnf.com</a> or call (888) 714-2710.

<u>For Colorado Residents</u>: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email <a href="mailto:privacy@fnf.com">privacy@fnf.com</a> or call (888) 714-2710.

<u>For Nevada Residents</u>: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: <a href="mailto:aginquiries@ag.state.nv.us">aginquiries@ag.state.nv.us</a>.

<u>For Oregon Residents</u>: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710

We may disclose the categories of Personal Information and Browsing information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

<u>For Texas Residents</u>: For additional information about your Texas consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email <u>privacy@fnf.com</u> or call (888) 714-2710.

We may disclose the categories of Personal Information and Browsing information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

<u>For Utah Residents</u>: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

<u>For Vermont Residents</u>: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

<u>For Virginia Residents</u>: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email <u>privacy@fnf.com</u> or call (888) 714-2710.

# **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do <u>not</u> collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

#### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

## **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy

notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

# Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

# Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's <u>Privacy Inquiry Website</u> or contact us by phone at (888) 714-2710, by email at <u>privacy@fnf.com</u>, or by mail to:

Fidelity National Financial, Inc. 601 Riverside Avenue, Jacksonville, Florida 32204 Attn: Chief Privacy Officer