

Gorgeous Two-Story Home Auction

Monday, January 27 • 6pm EST | Granger, IN

- Beautiful 2,229 Sq. Ft. Home Built in 1993
- .51± Acres at the Back of a Cul-De-Sac
- Very Clean & Move in Ready
- 20 Minute Drive to Notre Dame Stadium



INFORMATION BOOK



SCHRADER  OPENING BIDDING AVAILABLE
Real Estate and Auction Company, Inc.

800.451.2709 • www.SchraderAuction.com

DISCLAIMER:

This information booklet includes information obtained or derived from third-party sources. Although believed to be accurate and from reliable sources, such information is subject to verification and is not intended as a substitute for a prospective buyer's independent review and investigation of the property. Prospective buyers are responsible for completing their own due diligence.

THIS PROPERTY IS OFFERED "AS IS, WHERE IS". NO WARRANTY OR REPRESENTATION, STATED OR IMPLIED, IS MADE CONCERNING THE PROPERTY. Without limiting the foregoing, Owner and Auction Company and their respective agents and representatives, assume no liability for (and disclaim any and all promises, representations and warranties with respect to) the information and reports contained herein.

SELLER: Everdine M. Kelley Irrevocable Trust



SCHRADER REAL ESTATE & AUCTION CO., INC.
950 N. Liberty Dr., Columbia City, IN 46725
260-244-7606 or 800-451-2709
SchraderAuction.com

AUCTION TERMS & CONDITIONS:

PROCEDURE: The property will be offered in 1 individual tract. There will be open bidding during the auction as determined by the Auctioneer.

DOWN PAYMENT: 10% down payment on the day of auction. The down payment may be made in the form of cashier's check, personal check, or corporate check. YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, so be sure you have arranged financing, if needed, & are capable of paying cash at closing.

ACCEPTANCE OF BID PRICES: All successful bidders will be required to enter into Purchase Agreements at the auction site immediately following the close of the auction. All final bid prices are subject to the Sellers' acceptance or rejection.

DEED: Seller shall provide Warranty Deed(s).

CLOSING: The balance of the real estate purchase price is due at closing, which will take place on or before 30 days after auction.

POSSESSION: Possession is at closing.

HOMEOWNERS ASSOCIATION: Devonshire Pointe Homeowners

Association dues are \$50 annually, payable by March 1st.

REAL ESTATE TAXES: Taxes will be prorated to the day of the closing & will be the responsibility of seller. Buyer will be responsible for all taxes thereafter.

PROPERTY INSPECTION: Each potential Bidder is responsible for conducting, at their own risk, their own independent inspections, investigations, inquiries & due diligence concerning the property. Inspection dates have been scheduled & will be staffed w/ auction personnel. Further, Seller disclaims any & all responsibility for Bidder's safety during any physical inspection of the property. No party shall be deemed an invitee of the property by virtue of the offering of the property for sale.

ACREAGE: All tract acreages, dimensions, & proposed boundaries are approximate & have been estimated based on current legal descriptions and/or aerial photos.

AGENCY: Schrader Real Estate and Auction Company, Inc. & its representatives are exclusive agents of the Seller.

DISCLAIMER & ABSENCE OF WARRANTIES: All information contained in this brochure & all related materials are subject to the terms & conditions

outlined in the Purchase Agreement. The property is being sold on an "AS IS, WHERE IS" basis, & no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. All sketches & dimensions in the brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, & due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company. Conduct of the auction & increments of bidding are at the direction & discretion of the Auctioneer. The Seller & Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the Auctioneer are final. **ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.**

Licensed Real Estate Broker: Daniel James Days • 260.233.1401 #RB22000867
Licensed Auctioneer: Ronald Mark Schroeder • 260.564.0570 #AU12300016
Schrader Real Estate and Auction Company, Inc. #AC63001504, #CO81291723

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REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

**MONDAY, JANUARY 27, 2025
HOME – ST JOSEPH COUNTY, INDIANA**

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,
P.O. Box 508, Columbia City, IN, 46725,
Email to auctions@schraderauction.com or fax to 260-244-4431, no later than Monday, January 20, 2025.
Otherwise, registration available onsite prior to the auction.

BIDDER INFORMATION

(FOR OFFICE USE ONLY)

Name _____

Bidder # _____

Address _____

City/State/Zip _____

Telephone: (Res) _____ (Office) _____

My Interest is in Tract or Tracts # _____

BANKING INFORMATION

Check to be drawn on: (Bank Name) _____

City, State, Zip: _____

Contact: _____ Phone No: _____

HOW DID YOU HEAR ABOUT THIS AUCTION?

Brochure Newspaper Signs Internet Radio TV Friend

Other _____

WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?

Regular Mail E-Mail E-Mail address: _____

Tillable Pasture Ranch Timber Recreational Building Sites

What states are you interested in? _____

Note: If you will be bidding for a partnership, corporation or other entity, you must bring documentation with you to the auction which authorizes you to bid and sign a Purchase Agreement on behalf of that entity.

I hereby agree to comply with terms of this sale including, but not limited to, paying all applicable buyer's premiums, and signing and performing in accordance with the contract if I am the successful bidder. Schrader Real Estate and Auction Company, Inc. represents the Seller in this transaction.

Signature: _____ Date: _____

**Online Auction Bidder Registration
Home • St Joseph County, Indiana
Monday, January 27, 2025**

This form and deposit are only required if you cannot attend the auction and wish to bid remotely through our online bidding system.

This registration form is for the auction listed above only. The person signing this form is personally responsible for any bids placed on the auction site, whether bidding on behalf of their personal account or on behalf of a corporation or other third party. If you are bidding on behalf of a third party, you are responsible for obtaining the necessary documentation authorizing you to bid on behalf of the third party. Schrader Real Estate and Auction Co., Inc. will look to the herein registered bidder for performance on any bid placed on this auction if you are the successful high bidder.

As the registered bidder, I hereby agree to the following statements:

1. My name and physical address is as follows:

My phone number is: _____

2. I have received the Real Estate Bidder's Package for the auction being held on Monday, January 27, 2025 at 6:00 PM (EST).
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$_____. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

Schrader Real Estate & Auction Company, Inc.
950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725
Phone 260-244-7606; Fax 260-244-4431; email: auctions@schraderauction.com

For wire instructions please call 1-800-451-2709.

7. My bank routing number is _____ and bank account number is _____.
(This for return of your deposit money). My bank name, address and phone number is:

8. **TECHNOLOGY DISCLAIMER:** Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet *in lieu of actually attending the auction* as a personal convenience to me.

9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Monday, January 20, 2025**. Send your deposit and return this form via fax or email to: **260-244-4431 or auctions@schraderauction.com**.

I understand and agree to the above statements.

Registered Bidder's signature

Date

Printed Name

This document must be completed in full.

Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

E-mail address of registered bidder: _____

Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to:
kevin@schraderauction.com or call Kevin Jordan at 260-244-7606.

LOCATION MAPS

LOCATION MAPS



Property Location (Auction Held Onsite): 50980 Taddington Ct, Granger, IN 46530 · Take SR 23 west out of Granger. Once you reach McDonalds, turn slightly right onto Adams Rd. Continue west for 1 mile, then head north on E Pointe Dr. Continue north 800', and turn west onto Taddington Dr. The first cul-de-sac road to the left is Taddington Ct.

LOCATION MAPS



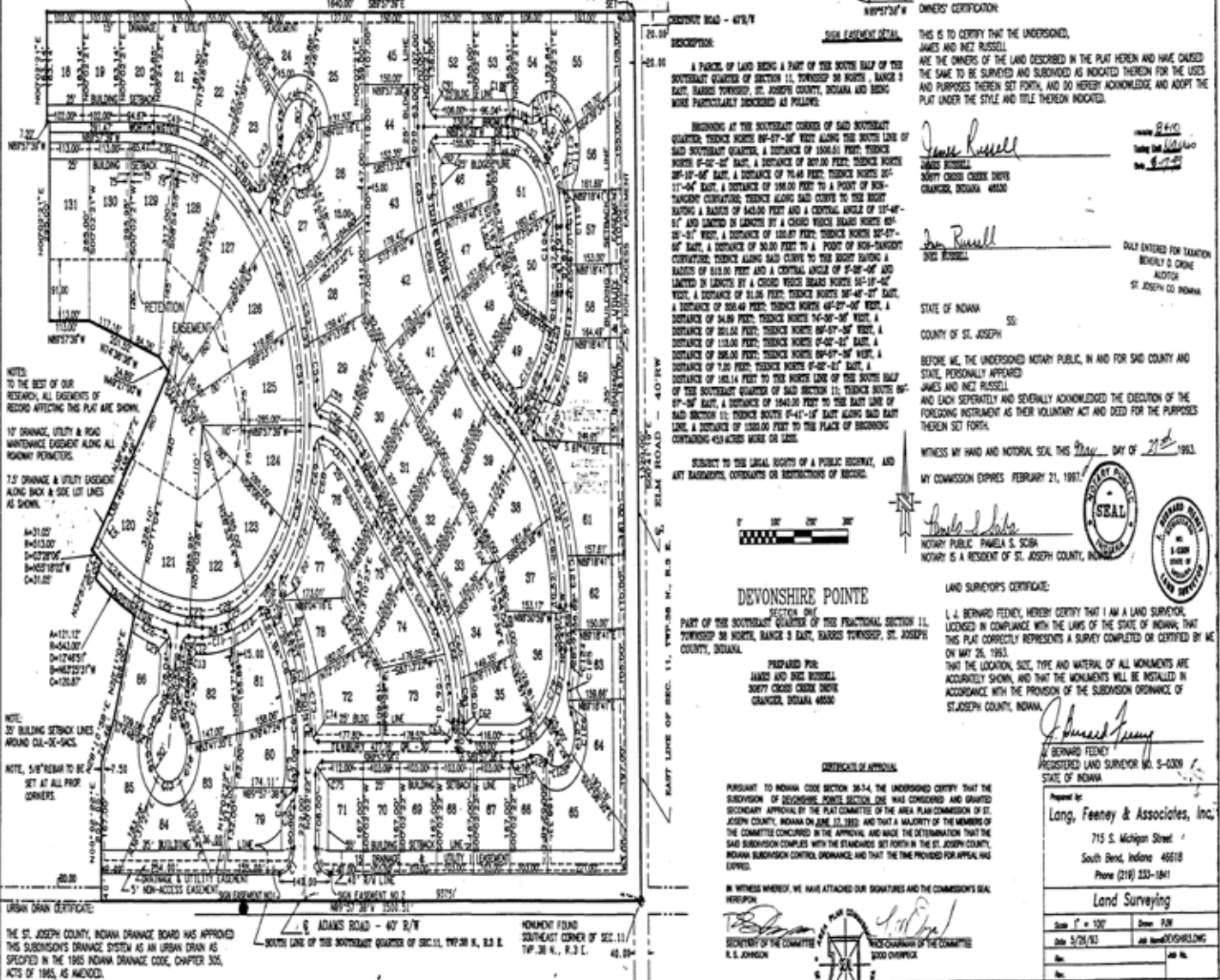
EXCEPTION DOCUMENTS

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9322704

9322704

CURVE	RADIUS	LENGTH	CHORD	CH. BEARING	DELTA	CURVE	RADIUS	LENGTH	CHORD	CH. BEARING	DELTA	CURVE	RADIUS	LENGTH	CHORD	CH. BEARING	DELTA
C1	45.00'	62.83'	56.37'	S 42°42'22" W	90°00'00"	C41	450.00'	96.44'	96.26'	S70°28'44" E	12°16'45"	C81	158.00'	119.76'	115.68'	S21°29'28" W	45°21'50"
C2	45.00'	62.83'	56.37'	N 41°57'28" W	90°00'00"	C42	450.00'	100.43'	100.23'	S70°28'42" E	12°47'16"	C82	157.83'	124.88'	120.15'	S21°29'27" W	23°26'50"
C3	45.00'	62.83'	56.37'	N 11°29'30" E	90°00'00"	C43	15.00'	28.47'	25.88'	N65°51'21" E	85°58'34"	C83	207.83'	128.13'	127.11'	S28°11'28" E	84°09'21"
C4	45.00'	4.44'	4.44'	S 28°43'31" W	90°00'00"	C44	58.00'	43.16'	41.82'	S18°38'38" W	49°27'20"	C84	207.83'	128.13'	127.11'	S28°11'28" E	84°09'21"
C5	45.00'	4.44'	4.44'	S 28°43'31" W	90°00'00"	C45	58.00'	41.94'	41.70'	N17°38'38" W	49°27'20"	C85	207.83'	128.13'	127.11'	S28°11'28" E	84°09'21"
C6	45.00'	4.44'	4.44'	S 28°43'31" W	90°00'00"	C46	58.00'	56.85'	53.83'	N04°12'21" E	65°08'29"	C86	207.83'	128.13'	127.11'	S28°11'28" E	84°09'21"
C7	311.62'	25.14'	23.17'	S09°24'33" W	10°14'56"	C47	58.00'	56.85'	53.83'	S09°25'27" E	67°15'24"	C87	207.83'	128.13'	127.11'	S28°11'28" E	84°09'21"
C8	311.62'	25.14'	23.17'	S09°24'33" W	10°14'56"	C48	58.00'	60.20'	56.46'	S28°24'24" W	68°43'19"	C88	207.83'	128.13'	127.11'	S28°11'28" E	84°09'21"
C9	311.62'	25.14'	23.17'	S09°24'33" W	10°14'56"	C49	58.00'	63.32'	58.67'	N07°38'42" E	11°25'21"	C89	207.83'	128.13'	127.11'	S28°11'28" E	84°09'21"
C10	311.62'	25.14'	23.17'	S09°24'33" W	10°14'56"	C50	58.00'	63.32'	58.67'	N67°46'46" E	49°27'20"	C90	207.83'	128.13'	127.11'	S28°11'28" E	84°09'21"
C11	311.62'	25.14'	23.17'	S09°24'33" W	10°14'56"	C51	20.00'	27.96'	25.88'	N60°10'34" E	77°25'20"	C91	207.83'	128.13'	127.11'	S28°11'28" E	84°09'21"
C12	311.62'	25.14'	23.17'	S09°24'33" W	10°14'56"	C52	20.00'	27.96'	25.88'	S09°25'27" E	67°15'24"	C92	207.83'	128.13'	127.11'	S28°11'28" E	84°09'21"
C13	311.62'	25.14'	23.17'	S09°24'33" W	10°14'56"	C53	20.00'	27.96'	25.88'	S28°24'24" W	68°43'19"	C93	207.83'	128.13'	127.11'	S28°11'28" E	84°09'21"
C14	311.62'	25.14'	23.17'	S09°24'33" W	10°14'56"	C54	20.00'	27.96'	25.88'	N07°38'42" E	11°25'21"	C94	207.83'	128.13'	127.11'	S28°11'28" E	84°09'21"
C15	311.62'	25.14'	23.17'	S09°24'33" W	10°14'56"	C55	20.00'	27.96'	25.88'	N67°46'46" E	49°27'20"	C95	207.83'	128.13'	127.11'	S28°11'28" E	84°09'21"
C16	311.62'	25.14'	23.17'	S09°24'33" W	10°14'56"	C56	20.00'	27.96'	25.88'	N60°10'34" E	77°25'20"	C96	207.83'	128.13'	127.11'	S28°11'28" E	84°09'21"
C17	311.62'	25.14'	23.17'	S09°24'33" W	10°14'56"	C57	20.00'	27.96'	25.88'	S09°25'27" E	67°15'24"	C97	207.83'	128.13'	127.11'	S28°11'28" E	84°09'21"
C18	311.62'	25.14'	23.17'	S09°24'33" W	10°14'56"	C58	20.00'	27.96'	25.88'	S28°24'24" W	68°43'19"	C98	207.83'	128.13'	127.11'	S28°11'28" E	84°09'21"
C19	311.62'	25.14'	23.17'	S09°24'33" W	10°14'56"	C59	20.00'	27.96'	25.88'	N07°38'42" E	11°25'21"	C99	207.83'	128.13'	127.11'	S28°11'28" E	84°09'21"
C20	311.62'	25.14'	23.17'	S09°24'33" W	10°14'56"	C60	20.00'	27.96'	25.88'	N67°46'46" E	49°27'20"	C100	207.83'	128.13'	127.11'	S28°11'28" E	84°09'21"
C21	311.62'	25.14'	23.17'	S09°24'33" W	10°14'56"	C61	20.00'	27.96'	25.88'	N60°10'34" E	77°25'20"	C101	207.83'	128.13'	127.11'	S28°11'28" E	84°09'21"
C22	311.62'	25.14'	23.17'	S09°24'33" W	10°14'56"	C62	20.00'	27.96'	25.88'	S09°25'27" E	67°15'24"	C102	207.83'	128.13'	127.11'	S28°11'28" E	84°09'21"
C23	311.62'	25.14'	23.17'	S09°24'33" W	10°14'56"	C63	20.00'	27.96'	25.88'	S28°24'24" W	68°43'19"	C103	207.83'	128.13'	127.11'	S28°11'28" E	84°09'21"
C24	311.62'	25.14'	23.17'	S09°24'33" W	10°14'56"	C64	20.00'	27.96'	25.88'	N07°38'42" E	11°25'21"	C104	207.83'	128.13'	127.11'	S28°11'28" E	84°09'21"
C25	311.62'	25.14'	23.17'	S09°24'33" W	10°14'56"	C65	20.00'	27.96'	25.88'	N67°46'46" E	49°27'20"	C105	207.83'	128.13'	127.11'	S28°11'28" E	84°09'21"
C26	311.62'	25.14'	23.17'	S09°24'33" W	10°14'56"	C66	20.00'	27.96'	25.88'	N60°10'34" E	77°25'20"	C106	207.83'	128.13'	127.11'	S28°11'28" E	84°09'21"
C27	311.62'	25.14'	23.17'	S09°24'33" W	10°14'56"	C67	20.00'	27.96'	25.88'	S09°25'27" E	67°15'24"	C107	207.83'	128.13'	127.11'	S28°11'28" E	84°09'21"
C28	311.62'	25.14'	23.17'	S09°24'33" W	10°14'56"	C68	20.00'	27.96'	25.88'	S28°24'24" W	68°43'19"	C108	207.83'	128.13'	127.11'	S28°11'28" E	84°09'21"
C29	311.62'	25.14'	23.17'	S09°24'33" W	10°14'56"	C69	20.00'	27.96'	25.88'	N07°38'42" E	11°25'21"	C109	207.83'	128.13'	127.11'	S28°11'28" E	84°09'21"
C30	311.62'	25.14'	23.17'	S09°24'33" W	10°14'56"	C70	20.00'	27.96'	25.88'	N67°46'46" E	49°27'20"	C110	207.83'	128.13'	127.11'	S28°11'28" E	84°09'21"
C31	311.62'	25.14'	23.17'	S09°24'33" W	10°14'56"	C71	20.00'	27.96'	25.88'	N60°10'34" E	77°25'20"	C111	207.83'	128.13'	127.11'	S28°11'28" E	84°09'21"
C32	311.62'	25.14'	23.17'	S09°24'33" W	10°14'56"	C72	20.00'	27.96'	25.88'	S09°25'27" E	67°15'24"	C112	207.83'	128.13'	127.11'	S28°11'28" E	84°09'21"
C33	311.62'	25.14'	23.17'	S09°24'33" W	10°14'56"	C73	20.00'	27.96'	25.88'	S28°24'24" W	68°43'19"	C113	207.83'	128.13'	127.11'	S28°11'28" E	84°09'21"
C34	311.62'	25.14'	23.17'	S09°24'33" W	10°14'56"	C74	20.00'	27.96'	25.88'	N07°38'42" E	11°25'21"	C114	207.83'	128.13'	127.11'	S28°11'28" E	84°09'21"
C35	311.62'	25.14'	23.17'	S09°24'33" W	10°14'56"	C75	20.00'	27.96'	25.88'	N67°46'46" E	49°27'20"	C115	207.83'	128.13'	127.11'	S28°11'28" E	84°09'21"
C36	311.62'	25.14'	23.17'	S09°24'33" W	10°14'56"	C76	20.00'	27.96'	25.88'	N60°10'34" E	77°25'20"	C116	207.83'	128.13'	127.11'	S28°11'28" E	84°09'21"
C37	311.62'	25.14'	23.17'	S09°24'33" W	10°14'56"	C77	20.00'	27.96'	25.88'	S09°25'27" E	67°15'24"	C117	207.83'	128.13'	127.11'	S28°11'28" E	84°09'21"
C38	311.62'	25.14'	23.17'	S09°24'33" W	10°14'56"	C78	20.00'	27.96'	25.88'	S28°24'24" W	68°43'19"	C118	207.83'	128.13'	127.11'	S28°11'28" E	84°09'21"
C39	311.62'	25.14'	23.17'	S09°24'33" W	10°14'56"	C79	20.00'	27.96'	25.88'	N07°38'42" E	11°25'21"	C119	207.83'	128.13'	127.11'	S28°11'28" E	84°09'21"
C40	311.62'	25.14'	23.17'	S09°24'33" W	10°14'56"	C80	20.00'	27.96'	25.88'	N67°46'46" E	49°27'20"	C120	207.83'	128.13'	127.11'	S28°11'28" E	84°09'21"



THE ST. JOSEPH COUNTY, INDIANA DRAINAGE BOARD HAS APPROVED THIS SUBDIVISION'S DRAINAGE SYSTEM AS AN URBAN DRAIN AS SPECIFIED IN THE 1985 INDIANA DRAINAGE CODE, CHAPTER 305, ACTS OF 1985, AS AMENDED.

ADAMS ROAD - 40' R/W

SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 11, TWP. 36 N., R. 3 E.

NORTH CORNER OF SECTION 11, TWP. 36 N., R. 3 E.

DEVELOPER'S CERTIFICATE

PURSUANT TO INDIANA CODE SECTION 36-1-4 THE UNDERSIGNED CERTIFY THAT THE SUBDIVISION OF DEVONSHIRE POINT SECTION ONE WAS CONSIDERED AND GRANTED SECONDARY APPROVAL BY THE PLANNING COMMISSION OF THE AREA PLANNING COMMISSION OF ST. JOSEPH COUNTY, INDIANA ON JAN. 12, 2003 AND THAT A MAJORITY OF THE MEMBERS OF THE COMMISSION CONCURRED IN THE APPROVAL AND MADE THE DETERMINATION THAT THE SAID SUBDIVISION COMPLETES WITH THE STANDARDS SET FORTH IN THE ST. JOSEPH COUNTY, INDIANA SUBDIVISION CONTROL ORDINANCE AND THAT THE TIME PROVIDED FOR APPEAL HAS EXPIRED.

IN WITNESS WHEREOF, WE HAVE ATTACHED OUR SIGNATURES AND THE COMMISSION'S SEAL HEREOF

SECRETARY OF THE COMMISSION
S. JOHNSON

MEMBER OF THE COMMISSION
D. JONES

LAND SURVEYOR'S CERTIFICATE

I, A. BERNARD FEENEY, HEREBY CERTIFY THAT I AM A LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY COMPLETED OR CERTIFIED BY ME ON MAY 26, 1993.

THAT THE LOCATION, SIZE, TYPE AND MATERIAL OF ALL MONUMENTS ARE ACCURATELY SHOWN, AND THAT THE MONUMENTS WILL BE INSTALLED IN ACCORDANCE WITH THE PROVISIONS OF THE SUBDIVISION ORDINANCE OF ST. JOSEPH COUNTY, INDIANA.

A. Bernard Feeny
REGISTERED LAND SURVEYOR NO. S-0309
STATE OF INDIANA

Lang, Feeny & Associates, Inc.
715 S. Michigan Street
South Bend, Indiana 46618
Phone (219) 233-1841

Land Surveying
Scale: 1" = 100'
Date: 5/26/93
Job No.: 000000000000
Job No.:

EXCEPTION DOCUMENTS

Form No 8106 1 Rev 9 80

GRANGER LOCAL

Serial No. 22771

DISTRIBUTION EASEMENT

Indiv. & Corp

W O No 715/9146 Eas No 117 Map No 1190

Overhead & Underground

9402496

THIS INDENTURE, made this 5th day of November, 19 93
between JAMES and INEZ RUSSELL

whose address is 30877 Cross Creek Drive
Granger, IN 46530

(hereinafter called "Grantor"), and INDIANA MICHIGAN POWER COMPANY, an Indiana Corporation authorized to do business in the State of Michigan, whose address is P.O. Box 60, One Summit Square, Fort Wayne, Indiana, 46801 (hereinafter called "grantee")

WITNESSETH That for One Dollar (\$1.00) and other good and valuable considerations in hand paid, the receipt of which is hereby acknowledged, Grantor does hereby grant and convey to Grantee a right of way and easement for the construction, operation, use, maintenance, repair, renewal, and removal of a line or lines of overhead and underground facilities and equipment for the transmission of electrical energy, and for communication purposes including the right to permit attachments of others to said facilities, in, on, along, under, over, across, and through the following described Premises situated in Harris Township, County of St. Joseph, State of Indiana, and being a part of Section 11, Township 38 North and Range 3 East, to wit:

Being the same (or a part of the same) property conveyed by Plat of DEVONSHIRE POINTE SECTION ONE by James and Inez Russell plat dated May 27, 19 93, and recorded in Document Number 9322704

in the office of the Recorder of St. Joseph County, Indiana, to which reference is made for further description

Said easement being entirely within DEVONSHIRE POINTE SECTION ONE and more particularly described as follows:

A 10 foot strip North of and parallel to the Drainage and Utility Easement of Lot Numbered 79; also a 10 foot strip West of and parallel to the Drainage and Utility Easement of said Lot Numbered 79.

TOGETHER with the right of ingress and egress to, from, and over said Premises, and also the right to cut or trim any trees and bushes which may endanger the safety or interfere with the construction and use of said facilities

Grantee shall promptly repair or replace all physical damage on the Premises proximately caused by the construction, operation and maintenance of Grantee's Facilities

The Grantor warrants that no structure or building shall be erected upon said easement.

After the completion of said system the Grantor reserves the full use of the land which is not inconsistent with the existence and maintenance of said facilities but does agree not to change elevation or grade within the area of said easement without prior written consent of Grantor

It is agreed that the foregoing is the entire contract between the parties hereto and that this written agreement is complete in all its terms and provisions and shall be binding on their respective representative, heirs, successors, and assigns

06-1002-0618.61

2

COPIES

SEVEN COUNTY

RECORDED
NOV 11 1993
ST. JOSEPH CO. IN

FILE NO. 9-100000

NOV 11 1993

EXCEPTION DOCUMENTS

IN WITNESS WHEREOF, Grantor, if individual(s), has vs hereunto set their hand & and if corporation, has caused its corporate name and seal to be affixed by its duly authorized officers, the day first above written

Signed, Sealed and Delivered in Presence of

James Russell
James Russell

Imag Russell
Imag Russell

This instrument was prepared by Dennis C. Foust, Agent for Indiana Michigan Power Company on its behalf

STATE OF INDIANA }
County of St. Joseph } ss

Before me Dennis C. Foust, a Notary Public in and for said County and State, this 5th day of November, 1921, personally appeared the above named James and Imag Russell

and acknowledged the execution of the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year above written.

Dennis C. Foust

My commission expires February 14, 1927

I am a resident of St. Joseph County

STATE OF INDIANA }
County of _____ } ss

Be it remembered that on the _____ day of _____, 19____ before the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared _____ President of the _____ Company, and acknowledged the execution of the foregoing instrument on behalf of said company, as the voluntary act and deed of said Company for the uses and purposes therein set forth, and said officer, having been duly sworn, swears that vital statements contained therein relating to Indiana gross income tax are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

My Commission Expires _____, 19____

I am a resident of _____ County

PROPERTY OF ST. JOSEPH

JAN 20 11 00 AM '21
FILE NO. _____
NOTARY PUBLIC



9102196

HOA BYLAWS

HOA BYLAWS

BYLAWS FOR THE DEVONSHIRE POINTE HOMEOWNER'S ASSOCIATION

Article I Officers

Section 1. **Executive Officers:** The Executive Officers of the Corporation shall be a President, President Elect, Secretary, and Treasurer. All officers shall be elected bi-annually by the Board of Governors, hereafter sometimes referred to as the Board. They shall take office immediately after election. The officers of the Corporation for the first five years need not be members of the Board of Governors and members of the Corporation. The past President and Treasurer shall remain on the Board of Governors for one year as advisors.

Section 2. **The President:** Subject to the direction of the Board of Governors, the President shall be the chief executive officer of the Corporation, and shall perform such other duties as from time to time may be assigned to him by the Board. The President shall be ex officio, a member of all committees.

Section 3. **The President Elect:** The President Elect shall be elected for a two year term, and serves two years in a Vice President capacity. The President Elect then automatically becomes President. As President he or she then serves the two year term as President. The President Elect shall have such power and perform such duties as may be assigned to him by the Board of Governors or the President. In case of the absence or disability of the President, the duties of that officer shall be performed by the President Elect.

Section 4. **The Secretary:** The Secretary is elected to a two year term and shall keep the minutes of all proceedings of the Board of Governors and of all committees and the minutes of the members' meetings in books provided for that purpose, he shall have custody of the corporate seal and such books and papers as the Board may direct, and he shall in general perform all the duties incident to the office of Secretary, subject to the control of the Board of Governors and the President; and he shall also perform such other duties as may be assigned to him by the President or by the Board.

Section 5. **The Treasurer:** The Treasurer shall be elected for a two year term and have the custody of all the receipts, disbursements, funds, and securities of the Corporation and shall perform all duties incident to the office of Treasurer, subject to the control of the Board of Governors and the President. He shall perform such other duties as may from time to time be assigned to him by the Board or the President. If required by the Board, he shall give a bond for the faithful discharge of his duties in such sum as the Board may require.

Section 6. **Subordinate Officers:** The President, with the approval of the Board of Governors, may elect or appoint such other officers and agents as the Board may deem necessary, who shall hold office and serve a fixed term, and who shall have such authority and perform such

HOA BYLAWS

duties as from time to time may be prescribed by the President or by the Board.

Section 7. Term of office clause, limiting the consecutive terms in office to four. Unless to conduct business governed by bylaws, there are no other alternates or members to accept a nomination to office.

Article II Board of Governors

Section 1. Number of Members: The business and affairs of this corporation shall be managed by a Board of Governors which shall consist of not less than four nor more than 20 members. The first Board of Governors need not be members of the Corporation. Thereafter, all of the Board shall consist of members of the Corporation. At the inception of the Corporation, the Board shall consist of four members, and thereafter the number of Governors shall be fixed by the Board.

Section 2. Executive committee: The Board of Governors may elect from their number an Executive committee consisting of not less than three members of the Board, which committee shall have all the powers of the board of Governors between meetings, regular or special. The President of the Corporation shall be a member of and shall be chairman of the Executive Committee.

Section 3. Regular Meetings: The Board shall meet for the transaction of Business at such place as may be designated from time to time.

Section 4. Special Meetings: Special Meetings of the Board of Governors may be called by the President or by three members of the Board for any time and place, provided at least a 48 hour notice of such meetings shall be given to each member of the Board before the time appointed for such meetings.

Section 5. Quorum: The Governors shall act only as a Board, and the individual Governors shall have no power as such. Greater than fifty percent (majority) of the Governors for the time being in office shall constitute a quorum for the transaction of business, but a majority of those present at the time and place of any regular or special meeting although less than a quorum, may adjourn the same from time to time without notice until a quorum be at hand. The act of a majority of Governors present at any meeting at which there is a quorum shall be the act of the Board of Governors, except as may be otherwise provided by law.

Section 6. Order of Business: The Board of Governors may from time to time determine the order of business at its meeting.

Section 7. Chairman: At all meetings of the Board of Governors the President, or, in his absence, the Vice President, or in the absence of both, a Chairman chosen by the Governors present, shall preside.

HOA BYLAWS

Section 8. **Terms of Members of the Board:** The first Board of Governors named in the Charter of the Corporation shall serve for two years. Thereafter, they shall be elected by the members of the Corporation.

Section 9. The Board of Governors, after the close of the fiscal year, shall submit to the members a report as to the condition of the Corporation and its property and shall submit also an account of the financial transactions of the past year.

Section 10. **Vacancies in Board:** Whenever a vacancy in the membership of the Board shall occur, the remaining members of the Board shall have the power, by a majority vote, to select a member of the Corporation to serve the unexpired term of the vacancy.

Article III Meetings of Members

Section 1. **Annual Meetings:** There shall be an annual meeting of the members of the Corporation at such place as may be designated, in January of each year under the laws of the State of Indiana.

Section 2. **Special Meetings:** Special meetings of the members shall be held whenever called by the Board of Governors or by the holders of at least ten memberships. Notice of each special meeting, stating the time, place, and in general terms the purpose or purpose thereof, shall be sent by mail to the last known address of all members at least ten days prior to the meeting.

Section 3. **Proxy:** Every member may cast one vote, either in person or by proxy, for each lot owned in fee simple by that particular member, solely or jointly, or by the corporation owning the lot or lots of which he is a stockholder and the member thereof.

Section 4. **Quorum:** At any meeting of the members a quorum shall consist of members owning, jointly or solely, in fee simple or members representing the corporation owning in fee simple a majority of the lots in Devonshire Pointe, Sections One, Two, and Three, present either in person or by proxy, and a majority in amount of such quorum shall decide any question that may come before the meeting.

Article IV Memberships

Section 1. **Qualifications:** Only persons owning real property in Devonshire Pointe, Sections One, Two, and Three, or owning stock in a corporation owning real property in such Subdivision shall be eligible to become a member.

Only persons owning real property on Lake Taddington can serve as a committee member to the Lake Taddington Lake & Lot Owner's Property Committee.

Where two or more persons are the joint owners of real property in Devonshire Pointe, Sections

HOA BYLAWS

One, Two, and Three, one, and only one, shall become a member. Where two or more persons are stockholders in a corporation owning real property in such Subdivision, one, and only one, shall become a member.

Only members shall be entitled to vote.

Whenever a member shall cease to own real property in Devonshire Pointe, Sections One, Two, and Three, or shall cease to own stock in a corporation that owns real property in such Subdivision, such member shall automatically be dropped from the membership roll of the Corporation or is determined by the Board of Governors not to be a member in good standing.

Section 2. *Members: A member must maintain his or her status in good standing. All dues and assessments must be paid and have no liens placed by the association against the property owned by the member. A member shall have no vested right, interest, or privilege of, in, or to the assets, functions, affairs, or franchises of the Corporation, or any right, interest, or privilege of, in, or to the assets, functions, affairs, or franchises of the Corporation, or any right, interest, or privilege which may be transferable or inheritable, or which shall continue after his membership ceases, or while he is not in good standing.*

Article V Maintenance Charges

Section 1. The Board of Governors of Devonshire Pointe Homeowner's Association, Inc., shall have the right and power to subject the property situated in Devonshire Pointe, Sections One, Two, and Three, except streets, ways, and parks, to an annual maintenance charge.

Commencing on the first day of January, 1998, and on the same day of each year thereafter, each owner of property in such Subdivision, excluding the developer/subdivider and/or any speculation builders (speculation builders excluded only if the property is unoccupied) shall pay to Devonshire Pointe Homeowner's Association, Inc., in advance, the maintenance charges against his property, and such payments shall be used by the Association to create and continue a Maintenance Fund to be used by the Association hereinafter stated. The charge will be delinquent when not paid within 30 days after it becomes due. Delinquent dues will be charge a late fee of \$20.00 and a monthly interest charge up to the maximum allowable by law. In the event that an owner acquires title to property in the Subdivision after the first day of January of any year, then such owner shall be given a pro rated credit for the annual maintenance charge from the _____ day of _____ to the date on which such owner acquires title.

The annual charge may be adjusted or reduced form year to year by the Board of Governors of Devonshire Pointe Homeowner's Association, Inc., as the needs of the property in its judgement may require.

Section 2. The Maintenance Fund may be used:

For lighting, improving, and maintaining the streets and dedicated right-of-way areas maintained

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HOA BYLAWS

be deemed the time of the giving of such notice.

Section 2. Waiver of Notice: Any notice required to be given by these Bylaws may be waived by the person entitled thereto.

Article VII Fiscal Year

Section 1. The fiscal year of the Corporation shall begin on the first day of January, and terminate on the 31st day of December of each year.

Article VIII Amendment

Section 1. Amendment: For so long as the developer/subdivider or his assignee retains a lot unsold in any of the sections of Devonshire Pointe, the developer/subdivider shall retain power to veto any restrictions or other action of the association; and the developer/subdivider shall have the power to modify, revoke and otherwise submit and declare as binding any other restrictions, by-laws or other provisions in relating to the association.

Section 2. Indemnification Clause: Officers, directors, employees, and agents of the Devonshire Pointe Homeowner's Association should be indemnified for any costs, expenses, or liabilities necessarily incurred in connection with the defense of any action, suit, or proceeding in which they are made a party by reason of being or having been a member serving in an elected or appointed capacity. No member or employee shall be indemnified when judge in the action or suit to be liable for negligence or misconduct in the performance of duty.

Subject to the foregoing rights of the developer/subdivider, these Bylaws may be amended at any meeting of the Association by a vote of two-thirds (2/3) of the total owners of the lots affected by the provisions of these Bylaws. At this meeting, votes may be taken by duly-appointed proxy.

TAX INFORMATION

TAX INFORMATION

71-04-11-479-003-000-011

General Information
Parcel Number
 71-04-11-479-003-000-011
Local Parcel Number
 006-1002-001866

Tax ID:

Routing Number
 4-11G

Property Class 510
 1 Family Dwell - Platted Lot

Year: 2024

Location Information

County
 St. Joseph
Township
 HARRIS TOWNSHIP
District 011 (Local 006)
 HARRIS TOWNSHIP
School Corp 7175
 PENN-HARRIS-MADISON
Neighborhood 7111030-011
 06507-336

Section/Plat

Location Address (1)
 50980 TADDINGTON CT
 GRANGER, IN 46530

Zoning

Subdivision

Lot

Market Model
 7111030-011 - Residential

Characteristics

Topography Flood Hazard Level
Public Utilities ERA
 Gas, Electricity
Streets or Roads TIF
 Paved
Neighborhood Life Cycle Stage
 Static
 Printed Friday, April 12, 2024

Review Group 2017

Data Source N/A

Collector

Appraiser

50980 TADDINGTON CT

Ownership

Owner
 Kelley Everdine M Irrevoc Trust w Pepp Granger, IN 46530

Date
 05/13/2015

Doc ID
 0

Code
 WD

Book/Page
 /

Adj Sale Price
 /

Price
 /

Transfer of Ownership

0 **WD** **000**

06507-336

1/2

1711

Notes

10/26/2021 G12Z: GENERAL INFORMATION 2022
 10/26/2021 Change land method from 4 to 3 for
 2223 (AD MK (P SC RM))

6/24/2019 G120: GENERAL INFORMATION 2020
 6-24-2019 Combined Devonshire with Saddlebrook
 and Fox Chase. Moved Nbrhd 7111030 into
 7111030. 20/21 MK (KP, AD, PSC, RM)

6/15/2011 MM01: Plexis Conv. Note 06/10/1995
 Parcel
 07-07-53 MCCASKILL & BEARD 150,000.
 R

Legal

DEVONSHIRE POINTE SEC 1 LOT B4



Valuation Records

Assessment Year	2024	2023	2022	2021	2020
Reason For Change	AA	GenReval	GenReval	GenReval	GenReval
As Of Date	01/01/2024	01/01/2023	01/01/2022	01/01/2021	01/01/2020
Valuation Method	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
Equalization Factor	1.0000	1.0000	1.0000	1.0000	1.0000
Notice Required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Land	\$113,300	\$114,700	\$114,700	\$68,600	\$61,000
Land Res (1)	\$113,300	\$114,700	\$114,700	\$68,600	\$61,000
Land Non Res (2)	\$0	\$0	\$0	\$0	\$0
Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
Improvement	\$316,900	\$286,200	\$286,200	\$259,200	\$230,200
Imp Res (1)	\$316,900	\$286,200	\$286,200	\$259,200	\$230,200
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
Total	\$430,200	\$400,900	\$400,900	\$327,800	\$291,200
Total Res (1)	\$430,200	\$400,900	\$400,900	\$327,800	\$291,200
Total Non Res (2)	\$0	\$0	\$0	\$0	\$0
Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

Land Data (Standard Depth: Res 150', CI 150' Base Lot: Res 123' X 169', CI 123' X 169')

Land Type	Soil ID	Pricing Method	Act FrontL	Size	Factor	Rate	Adj. Rate	Ext. Value	Infll. %	Market Factor	Cap 1	Cap 2	Cap 3	Value
9	A		128	0.4408	1.57	\$204,600	\$321,222	\$141,595	0%	0.8000	100.00	0.00	0.00	\$113,280

Land Computations	
Calculated Acreage	0.44
Actual Frontage	128
Developer Discount	<input type="checkbox"/>
Parcel Acreage	0.00
81 Legal Drain NV	0.00
82 Public Roads NV	0.00
83 UT Towers NV	0.00
9 Homesite	0.44
91/92 Acres	0.00
Total Acres Farmland	-0.44
Farmland Value	\$0
Measured Acreage	0.00
Avg Farmland Value/Acre	0.0
Value of Farmland	\$0
Classified Total	\$0
Farm / Classified Value	\$0
Homesite(s) Value	\$113,300
91/92 Value	\$0
Supp. Page Land Value	
CAP 1 Value	\$113,300
CAP 2 Value	\$0
CAP 3 Value	\$0
Total Value	\$113,300

TAX INFORMATION

	Tax Bill	Adjustments	Balance
Cert to Court (-):			\$0.00
Subtotal:			\$0.00
Receipts:			\$0.00
Total Due:			\$0.00
Surplus Transfer:			\$0.00
Account Balance:			\$0.00

Payments

Payable Year	Entry Date	Payable Period	Amount Paid	Notes	Property Project
No data					

Tax History

Pay Year	Spring	Fall	Delinquencies	Total Tax	Payments
2025	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2024					
2023	\$1,966.05	\$2,001.05	\$18.25	\$3,985.35	\$3,587.10
2022	\$1,659.00	\$1,659.00	\$0.00	\$3,318.00	\$3,318.00
2021	\$1,450.61	\$1,450.61	\$0.00	\$2,901.22	\$2,901.22
2020	\$1,413.01	\$1,413.01	\$0.00	\$2,826.02	\$2,826.02
2019	\$1,475.80	\$1,459.55	\$2.75	\$2,938.10	\$2,938.10
2018	\$1,481.57	\$1,481.57	\$0.00	\$2,963.14	\$2,944.39
2017	\$1,202.83	\$1,202.83	\$0.00	\$2,405.66	\$2,405.66
2016	\$1,211.54	\$1,206.54	\$0.00	\$2,418.08	\$2,418.08
2015	\$1,259.56	\$1,254.56	\$0.00	\$2,514.12	\$2,514.12
2014	\$1,362.50	\$1,357.50	\$0.00	\$2,720.00	\$2,720.00
2013	\$1,114.74	\$1,109.74	\$0.00	\$2,224.48	\$2,224.48

PRELIMINARY TITLE

PRELIMINARY TITLE



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
COMMONWEALTH LAND 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, Commonwealth Land 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 Amount of Insurance and the name of the Proposed Insured.

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

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it 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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Commonwealth Land 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.



PRELIMINARY TITLE

- 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;
 - 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.
 - 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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Commonwealth Land 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.

PRELIMINARY TITLE

- 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 \$2,000,000 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 <http://www.alta.org/arbitration>.

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PRELIMINARY TITLE

American Land Title Association

Commitment for Title Insurance
2021 v. 01.00 (07-01-2021)

**COMMONWEALTH LAND TITLE INSURANCE
COMPANY**

P.O. Box 45023, Jacksonville, FL 32232-5023



By: _____
Michael J, Nolan, President



By: _____
Marjorie Nemzura, Secretary

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PRELIMINARY TITLE

American Land Title Association

Commitment for Title Insurance
2021 v. 01.00 (07-01-2021)

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

Issuing Agent: Assurance Title Company, LLC
Issuing Office: 102 E Main St.
Albion, IN 46701
Issuing Office's ALTA® Registry ID: 1125584
Loan ID Number:
Commitment Number: 24-1673
Issuing Office File Number: 24-1673
Property Address: 50980 Taddington Ct, Granger, IN 46530
Revision Number:

SCHEDULE A

1. Commitment Date: December 3, 2024 8:00 AM
2. Policy to be issued:
 - (a) 2021 ALTA Owner's Policy
Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below**

Proposed Amount of Insurance: **\$1.00**
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:
David A. Peppler, Trustee of The Everdine M. Kelley Irrevocable Trust dated May 1, 2015, and any amendments thereto by deed from Everdine Kelley dated 05/01/2015 and recorded with St Joseph County Recorder's Office on 05/13/2015 as Document 1511414.
5. The land is described as follows:
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

ASSURANCE TITLE COMPANY, LLC
102 E Main St., Albion, IN 46701
Telephone: (260) 636-2692

COMMONWEALTH LAND TITLE INSURANCE COMPANY
P.O. Box 45023, Jacksonville, FL 32232-5023

Countersigned by:



Molly McAfee-Eddy, License #461237
Assurance Title Company, LLC, License #924500



By: _____
Michael J. Nolan, President



By: _____
Marjorie Nemzura, Secretary

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PRELIMINARY TITLE

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. If Assurance Title 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.
6. Any conveyance or mortgage by the Trustee of the trust under which title is held must be accompanied by evidence of the continued existence of the trust, the identity of the Trustee and evidence of authority with respect to the contemplated transaction.
7. Duly authorized and executed Trustee's Deed from David A. Peppler, Trustee of The Everdine M. Kelley Irrevocable Trust dated May 1, 2015, to Proposed Insured, to be executed and recorded at closing.
8. NOTE: 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 Auditor's Office. Strict compliance must be followed using the most recent version of the Indiana Sales Disclosure. (1 SD)
9. Vendors, (Sellers), Closing Affidavit to be furnished this office.
10. 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.

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PRELIMINARY TITLE

SCHEDULE B, PART II – Exceptions

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 Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements or claims of easements not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance or other matter affecting the Land 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 in the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. 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.
8. Taxes for 2023 payable 2024
Parcel No. 71-04-11-479-003.000-011
Tax Unit of Harris Township
State ID No. 71-04-11-479-003.000-011
May 10 \$1,734.56 PAID
November 12 \$1,734.56 PAID
Assessed Valuation: Land \$114,700 Improvements \$286,200
Exemptions \$48,000-HOME / \$141,160-SUPP
9. Hazardous Waste Fee, May 10 \$10.50 PAID, November 12 \$3.50 PAID.
10. Recycling Fee, May 10 \$42.00 PAID, November 12 \$14.00 PAID.
11. Annual assessment of \$5.00 for maintenance of Juday Creek (81) Drain 2024,
May 10 \$2.50 PAID, November 12 \$2.50 PAID, plus delinquent assessments
and penalties in the amount of \$2.75 PAID.
12. Taxes for 2024 due and payable 2025, and subsequent taxes.

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PRELIMINARY TITLE

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.
14. 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.
15. Any and all liens, assessments, impact fees and zoning ordinances, now carried on the municipal records of the City of Granger, Indiana.
16. Right of way for drainage tiles, feeders and laterals, if any.
17. Rights of the public, State of Indiana, County of St. Joseph and the municipality in and to that part of the premises taken or used for road purposes.
18. Any governmental limitations or regulations respecting access to abutting roads, streets or highways.
19. Minimum building set back requirements, restrictions, covenants, limitations and easements as the same appear upon the plat of the insured premises, recorded as Instrument No. 9322704.
20. Distribution Easement in favor of Indiana Michigan Power Company, dated November 5, 1993, recorded January 20, 1994 as Instrument No. 9402496.

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PRELIMINARY TITLE

American Land Title Association

Commitment for Title Insurance
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EXHIBIT "A"

The Land referred to herein below is situated in the County of St. Joseph, State of Indiana and is described as follows:

Lot Numbered Eighty-four (84) as shown on the recorded Plat of Devonshire Pointe, Section One, recorded June 17, 1993, in the Office of the Recorder of St. Joseph County, Indiana, as Instrument No. 9322704.

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