

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

Order Number: 702500205

Property Address: 1008 S Van Hemert Dr, Syracuse, IN 46567

SCHEDULE A

1. Commitment Date: March 11, 2025 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Homeowner's Policy of Title Insurance 2021 (Policy Conversion)
 - 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 Short Form Residential Loan Policy-Assessments Priority 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:
 - Robert N. Spurling
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): 43-04-08-300-987.000-026

LOT NUMBER TWELVE (12) IN HUNNICUTT GROVE ADDITION, WAWASEE LAKE, INDIANA, AS RECORDED IN PLAT BOOK 4, PAGE 159, IN THE OFFICE OF THE RECORDER OF KOSCIUSKO COUNTY, INDIANA.

ALSO, NINETY (90) FEET OF EQUAL WIDTH OFF OF THE ENTIRE SOUTHWESTERLY SIDE OF LOT NUMBER THIRTEEN (13) IN HUNNICUTT GROVE ADDITION, WAWASEE LAKE, INDIANA, AS RECORDED IN PLAT BOOK 4, PAGE 159, IN THE OFFICE OF THE RECORDER OF KOSCIUSKO COUNTY, INDIANA.

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AMERICAN
LAND TITLE
ASSOCIATION



**SCHEDULE B, PART I
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
6. In the event any document is to be notarized using remote online notary, the following requirements apply:
 - A. Confirmation prior to closing that the County Recorders Office of Kosciusko, Indiana will accept and approve authorized electronic recording of electronically signed and notarized instruments in the form and format being used.
 - B. Electronic recordation in the Recorders Office of Kosciusko of the documents required herein to create the insured estates or interests.
 - C. Execution of instruments in accordance with Indiana law.
 - D. Acknowledgment of the documents required herein to create the insured estates or interests by a notary public properly commissioned as an online notary public by the Indiana Secretary of State with the ability to perform electronic and online notarial acts under IC 33-42-17.
7. Nellie A. Spurling, who held title with Robert N. Spurling as tenants by the entireties, is deceased. An affidavit should be recorded or a recital should appear in the deed which includes the following:
 - a. Date and place of death and/or certified copy of Death Certificate
 - b. Statement that decedent and Robert N. Spurling were husband and wife at the time of acquiring title to the Land, and they remained so until decedents death.

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

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

8. Furnish for recordation a deed as set forth below:
- Type of deed: Warranty
Grantor(s): Fee Simple Title Holder as shown on Schedule A
Grantee(s): Proposed Insured as shown on Schedule A
9. 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.
10. Mortgage executed by proposed Mortgagor to the proposed insured lender.
11. Payment and Release of Mortgage from Robert N. Spurling to Mortgage Electronic Registration Systems, Inc. as Nominee for American Advisors Group, in the amount of \$262,500.00, dated June 15, 2020 and filed on July 07, 2020, and recorded in Instrument No. 2020070296 of the Kosciusko County Records.
- NOTE: The mortgage set forth above is purported to be a "Credit Line" mortgage. It is a requirement that the Mortgagor of said mortgage provide written authorization to close said credit line account to the Lender when the mortgage is being paid off through the Company or other Settlement/Escrow Agent or provide a satisfactory subordination of this mortgage to the proposed mortgage to be recorded at closing.
12. 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.
13. Payment and Release of Mortgage from Robert N. Spurling to Commissioner of Housing and Urban Development, in the amount of \$262,500.00, dated June 15, 2020 and filed on July 07, 2020, and recorded in Instrument No. 2020070297 of the Kosciusko County Records.
- NOTE: The mortgage set forth above is purported to be a "Credit Line" mortgage. It is a requirement that the Mortgagor of said mortgage provide written authorization to close said credit line account to the Lender when the mortgage is being paid off through the Company or other Settlement/Escrow Agent or provide a satisfactory subordination of this mortgage to the proposed mortgage to be recorded at closing.
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.
15. As per the purchase agreement, current taxes and/or drain assessments as shown in Schedule B-Section 2 are to be paid.
16. The Company should be furnished a Vendors Affidavit.

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

17. Furnish evidence that all assessments which are due the owners' association and/or master association, if any, have been paid in full and are current.
18. Furnish proof that any outstanding municipal and/or county tax assessments which are due have been paid current.

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

A deed dated June 09, 2006 and recorded June 28, 2006 from Matthew R. Beer to Robert N. Spurling and Nellie A. Spurling, husband and wife, as tenants by the entireties as Instrument No. 200600008541.

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

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

END OF SCHEDULE B, PART I

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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 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: 2024
 - Due and Payable: 2025
 - May Installment: \$600.60 Unpaid
 - November Installment: \$600.60 Unpaid
 - Name of Taxpayer: Spurling, Robert N. & Nellie A. TBE
 - Land: \$76,100.00
 - Improvements: \$189,300.00
 - Exemptions: \$143,525.00 (Homestead/Supplemental/Over 65)
 - Tax Identification No.: 008-715000-50, State Tax ID No.: 43-04-08-300-987.000-026, Key No.: 008-031-079.A
 - Description: Lots 12 & SW 90' of Lot 13 Hunnicutt Grove Add
8. Annual Assessment as set forth below:
 - Type of Assessment: McConnell Nevin
 - Annual Amount: \$20.00, Unpaid

All future assessments are not yet due and payable.

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

9. Taxes for the year 2025 are a lien, due in 2026, but are not yet due and payable.
10. Added improvements in place as of January 1, 2025 are subject to assessment which could increase the tax amounts due in 2026, in such cases, the Town or Township assessor should be contacted relative to possible new assessment amounts.
11. The real estate tax information set forth above is all that is currently available in the County Tax computer. Recent computer program changes may have rendered incomplete or inaccurate the available data. THIS INFORMATION MAY NOT BE SUFFICIENT FOR THE PURPOSE OF ESTABLISHING A PROPER REAL ESTATE TAX ESCROW. Neither the Company nor its agent, assume or accept any responsibility for loss, damage, cost or expense due to, or arising out of the unavailability of accurate tax information.
12. The Company assumes no liability for increases in the amount of real estate taxes as shown above, and any civil penalties, as a result of retroactive revaluation of the land and improvements, changes in the usage of the land or the loss of any exemption or deduction applicable to the land insured herein.
13. Covenants, conditions, restrictions, easements and building lines as shown in the plat of Hunnicutt Grove Addition recorded in Plat Book 4, page 159.
14. Rights of the public, the State of Indiana and/or the municipality, and others entitled thereto, in and to that part of the Land taken or used for road purposes.
15. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
16. Any map/plat furnished is being done so as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the Land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

NOTE: The Indiana statutes prohibit ownership of certain real property by certain foreign parties. The specific statutory language can be found at Indiana Code 1-1-16-1, et seq. and IC 32-22-3-1, et seq. (the Acts). Any loss or damage resulting from a violation of the Acts 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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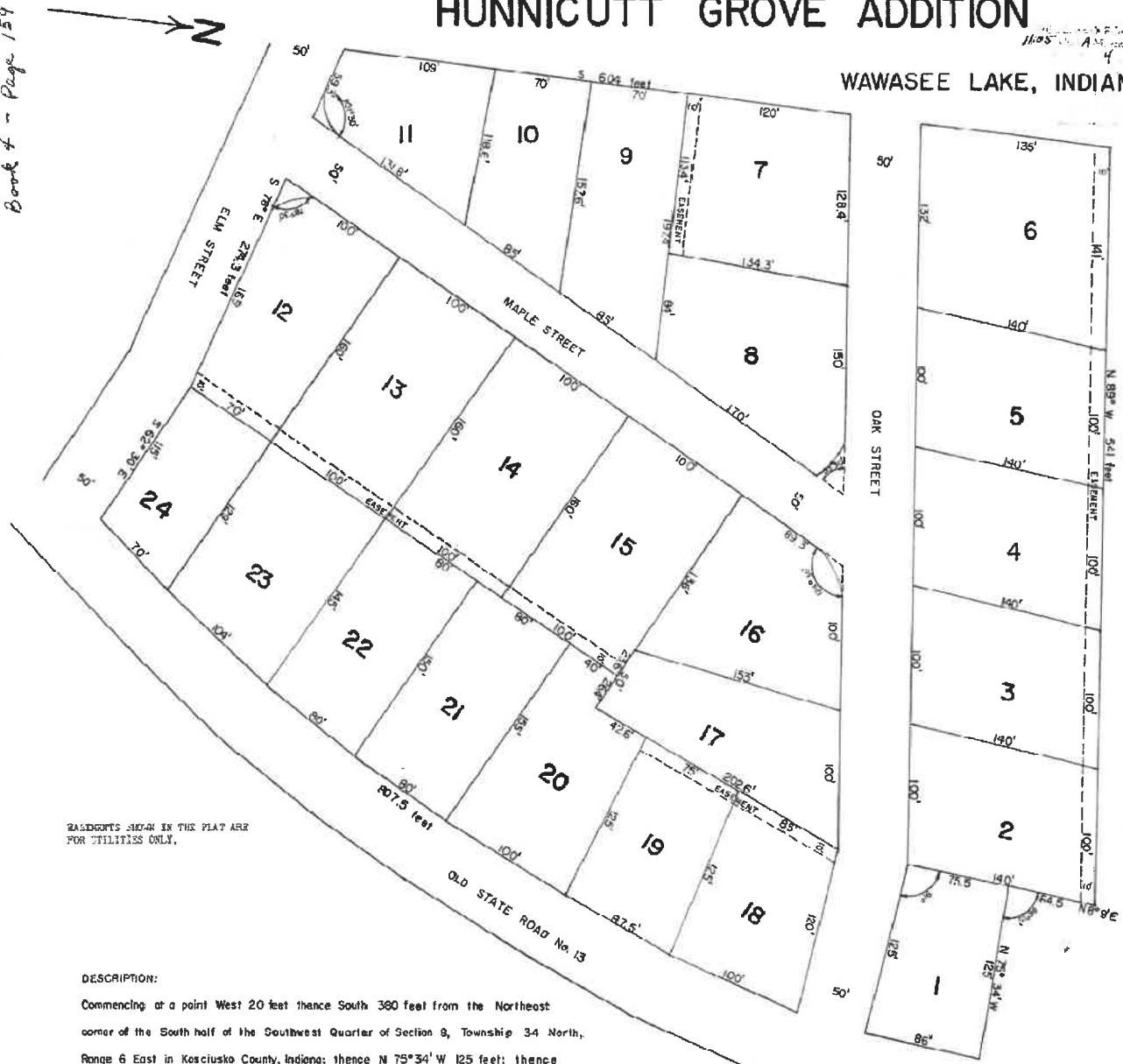


Book 4 - Page 159

HUNNICUTT GROVE ADDITION

1108 S. A.M. and Recording
4 159

WAWASEE LAKE, INDIANA



BOUNDARY SHOWN IN THIS PLAT ARE FOR UTILITIES ONLY.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

DESCRIPTION:

Commencing at a point West 20 feet thence South 360 feet from the Northeast corner of the South half of the Southwest Quarter of Section 8, Township 34 North, Range 6 East in Kosciusko County, Indiana; thence N 75°34' W 125 feet; thence N 8°0' E 64.5 feet; thence N 89° W 541 feet; thence South 604 feet; thence S 70° E 274.3 feet; thence S 62° 30' E 115 feet to the West R/W of a public road; thence in a Northerly direction along said R/W 807.5 feet to the place of beginning. Containing 8.49 acres more or less.

State of Indiana)
County of Noble)

I hereby certify that I have surveyed and divided into lots and roadways the above plat and it is correct to the best of my knowledge.

Witness my hand and seal this 14th day of August, 1956.

Calvin R. Weber
CALVIN R. WEBER IND. REG. 6391

APPROVED:
Board of Commissioners, Kosciusko County, this 1 day of OCT., 1956.

Nate Sporell Chairman
Edward M. Brown Member
Millard G. Storky Member

Duly recorded this 5 day of Oct., 1956, at 11:00 o'clock, in Plat Book 4, page 159.
Hoyle H. Hill Recorder

State of Indiana) ss
County of Kosciusko)

We the undersigned, hereby certify

that we have cause to be surveyed and divided into lots and roadways the foregoing described tract of land, and that we are the legal owners thereof.

Witness our hands this 14 day of August, 1956.

Rus H. Hunnicutt Husband
Gladie E. Hunnicutt Wife

State of Indiana) ss
County of Kosciusko)

Personally appeared before me, a Notary Public, in and for said County and State, Rus H. Hunnicutt and Gladie E. Hunnicutt, husband and wife, who acknowledge the foregoing act to be their voluntary deed.

Witness my hand and seal this 14 day of August, 1956.

Thomas H. Warner Notary Public

My commission expires 1-1-57
Duly entered for location this 5th day of October, 1956, for #1.20
Thomas H. Warner Auditor