

Issuing Agent: Thomas Pugh

Issuing Office: Gates Land Title Corp.

Issuing Office's ALTA® Registry ID: 0001135

Loan ID Number:

Commitment Number: OR199-2

Property Address: 2620 E South Center St, Columbia City IN 46725

SCHEDULE A

COMMITMENT

1. Commitment Date: September 28, 2026 8:00 A.M.
2. Policy to be issued: (enter text here)
 - a. 2021 ALTA® Owner's Policy
Proposed Insured: To Be Determined
Proposed Amount of Insurance: \$ To Be Determined
The estate or interest to be insured: Fee Simple
 - b. 2021 ALTA® Loan Policy
Proposed Insured:
Proposed Amount of Insurance: \$
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:
Richard E. Proctor, Jr. as shown on Instrument #86-12-463, in the Office of the
Whitley County Recorder.
5. The Land is described as follows: See Full Description Attached as Exhibit "A"

Tax Key Number: 92-03-12-302-005.900-011

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

ORT Form 4757 A

Schedule A—ALTA Commitment for Title Insurance 2021 v. 01.00

07/01/2021

Schedule A **Continued**

File Number

Policy Number

Lot Number 5, Lot Number 26 and the West Half of Lot Number 27 in the South Shore Addition to Tri-Lake Resort, Whitley County, Indiana, together with all of that part of the North Half of vacated Center Street which lies South of Lot 5, and together with all of that part of the South Half of vacated Center Street which lies North of Lot 26 and the West Half of Lot 27.

SCHEDULE B I COMMITMENT

REQUIREMENTS

File NO.: OR199-2

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. Warranty Deed to Owner's Policy Proposed Insured.

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ORT Form 4757 B I

Schedule B I—ALTA Commitment 2021 v. 01.00
07/01/2021

SCHEDULE B II COMMITMENT

EXCEPTIONS FROM COVERAGE

File No.: OR199-2

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. Facts which would be disclosed by a comprehensive survey of the premises herein described.
3. Rights or claims of parties in possession.
4. Mechanics', Contractors' or Materialmen's liens and lien claims, if any, where no notice thereof appears of record.
5. Any change in title occurring subsequent to the effective date of this Commitment and prior to the date of issuance of the title policy.
6. Taxes payable in the name of Richard E. Proctor, Jr.
Tax Key Number: 92-03-12-302-005.900-011
Tax Description: LOTS 5, 26, 27 EX E2 LOT 27 & ADJ PORTION VAC CENTER ST
SOUTH SHORE ADDITION TO SHRINE
Valuations: Land - \$60900; Improvements - \$307100; Exemptions - \$176000H.
Taxes for 2025 payable 2026: \$1,224.04 due May 10 was paid April 27; \$1,224.04 due November 10 was paid April 27.
Taxes for the year 2026, a lien for an amount not yet due or payable.
Note: An annual \$70.00 user fee for recycling is collected with Spring taxes.
(\$70.00 was paid April 27)
Possible future assessments on Ditches: #26-000A; #144-000A; #299-001A; #665-000B and #R665-000B.
7. Possible easements and rights of way for drainage ditches, drain tile, feeders, laterals and underground pipes, whether shown of record or not shown of record.
8. Easements, or claims of easements, not shown by the public records.
9. Subject to restrictions as set out in Deed Record 49, page 190, recorded July 13, 1909 (Lot 26), recorded August 16, 1910 in Deed Record 51, page 72 (Lot 5), and recorded February 14, 1922 in Deed Record 65, page 515.

C O N T I N U E D

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ORT Form 4757 B II

Schedule B II—ALTA Commitment 2021 v. 01.00
07/01/2021

Schedule B-II Continued

File Number OR199-2

Policy Number

10. Sewer easement in favor of Tri-Lakes Regional Sewer District, dated June 27, 1992 and recorded June 30, 1992 as Instrument #92-6-1048.
11. We have made judgment searches vs: Richard E. Proctor, Jr., and found none.

NOTE: All recording references are to the Whitley County, Indiana, Recorder's Office.

NOTE: No search has been made for: notices of underground facilities; impact fee; utility bills and association dues.

NOTE: IC 27-7-3-22, Effective July 1, 2013, in a residential real estate transaction where a title policy is issued and the issuing title insurance company will also act as a settlement or closing agent, the company shall issue a closing protection letter to the lender, borrower, buyer and seller of the property. The cost of said letter is: Lender \$25.00; Borrower \$25.00; Buyer \$25.00 and Seller \$25.00. This coverage is required by statute.

NOTE: Effective July 1, 2021 the County Auditor will collect a \$20.00 fee for each deed filed and an additional \$10.00 for per parcel. IC 6-1.1-5.5-4

NOTE: Zoning issues/questions should be directed to the Whitley County Planning and Building Department as the title company does not guarantee Zoning.



ALTA COMMITMENT FOR TITLE INSURANCE

Issued by OLD REPUBLIC NATIONAL 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, Old Republic 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY A Stock Company

1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By

President

Attest

Secretary

Authorized Officer or Agent
THOMAS J. PUGH

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ORT Form 4757

ALTA Commitment for Title Insurance 2021 v. 01.00

07/01/2021

CERTIFICATE OF SURVEY

I, J.R. Bauer, certify that I am a Professional Civil Engineer, licensed in compliance with the laws of the State of Indiana; that to the best of my knowledge this plat represents a true and accurate survey of the following described real estate, to wit:

Lots 5, 26, 27, & 28 of South Shore Addition to Tri-Lakes Resort, Whitley County, Indiana.

I further certify that no encroachment existed.

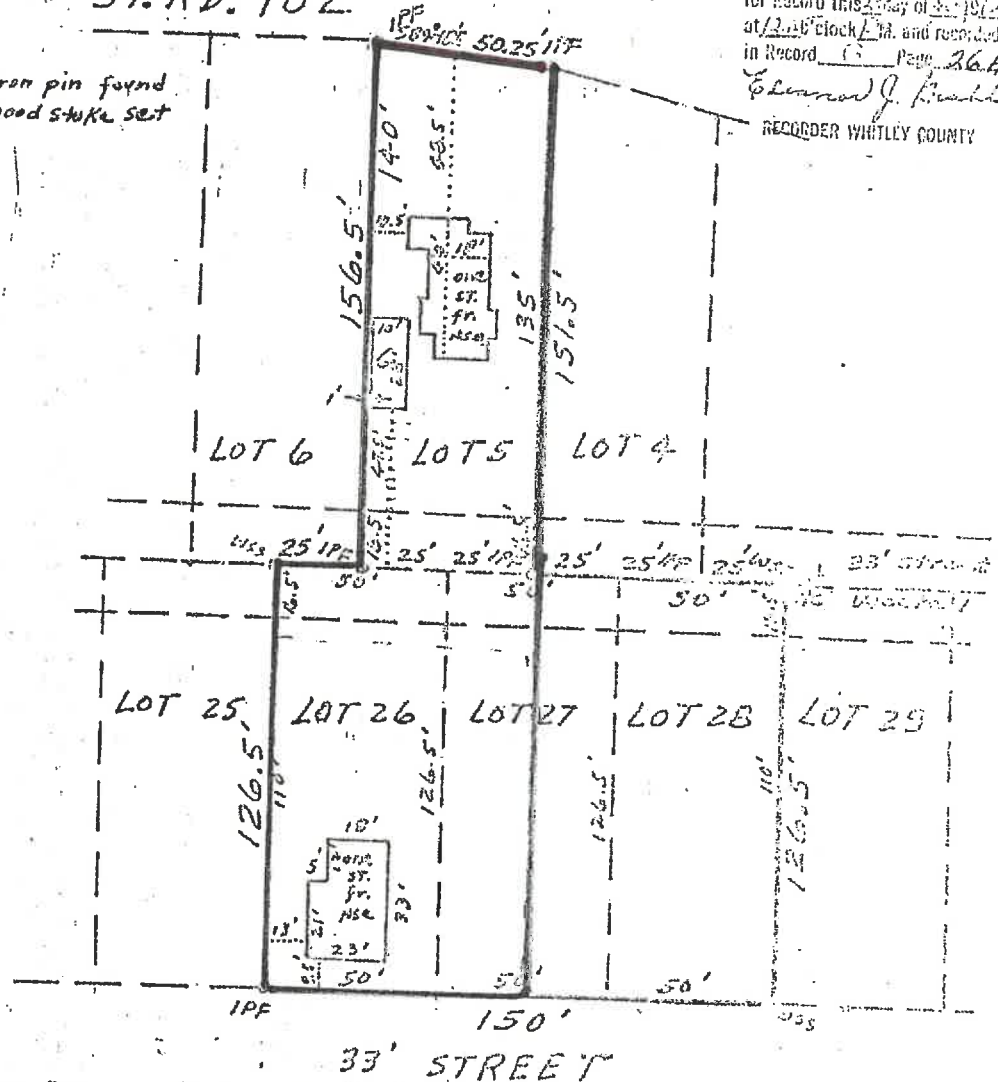
ST. RD. 102

RECEIVED

for Record this 24th day of Aug. 1967
at 2:46 Clock P.M. and recorded
in Record 6 Page 26A

Edward J. Buehler
RECORDER WHITLEY COUNTY

IPF = Iron pin found
US = Wood stake set



IN WITNESS WHEREOF:
I have set my hand and official seal
this 24th day of Aug., 1967

J.R. Bauer
J.R. Bauer, P.E. L.S. Land Survey
Registered Civil Engineer
State of Indiana No. 7013 P.E.
No. 3819 L.S.
Survey No. 62126

Scale 1" = 60'

Resort Company to Samuel L. Harshbarger.

Filed July 13th 1909 at 4 P. M.

WARRANTEE DEED.

THIS INDENTURE WITNESSETH, That the Tri-Lake Resort Company, of Whitley County, Indiana, by its President, Joseph W. Adair, and Secretary, Cleon H. Foust, CONVEY AND WARRANT to Samuel L. Harshbarger, of Whitley County, in the State of Indiana, for the sum of Twenty-five Dollars, the following real estate, situated in Section Twelve, Township Thirty-two North, Range nine East, in Whitley County, in the State of Indiana, and described as follows, to-wit:-

Lot number Twenty-six (26) in the North Shore Addition of the Tri-Lake Resort Company.

It is expressly agreed and understood that the grantees, nor their grantees or assigns, will use the premises conveyed for the purpose of maintaining any boarding house, or hotel, nor use the same for carrying on any mercantile business whatever, nor any other business that will conflict with, or be in competition with, the business of the grantors.

It is further agreed that the grantee is to have the right to pass over the premises of the grantors by convenient streets or pathways, designated by the grantors in going to and returning from any of the lakes adjacent to the premises of the grantors.

It is further agreed that the grantee shall not erect any boat house on the shore of any lake on lands of the grantors without the consent of the grantors.

IN WITNESS WHEREOF, the said Tri-Lake Resort Company, by its President Joseph W. Adair and its Secretary, Cleon H. Foust has hereunto set its hand and seal this 11 day of May, 1909.

The Tri-Lake Resort Company

By Joseph W. Adair
President.

By Cleon H. Foust
Secretary.

(S E A L)

STATE OF INDIANA, WHITLEY COUNTY, SS:

Before me, Burnside Clapham, a Notary Public in and for said County and State, personally appeared the above named Joseph W. Adair and Cleon H. Foust to me known to be the President and the Secretary of the Tri-Lake Resort Company, and acknowledged the execution of the above deed.

Witness my hand and official seal this 11 day of May, 1909.

Burnside Clapham

Notary Public.

(S E A L)

My Commission expires Nov. 9th, 1911.

The Tri-Lake Resort Co. to Mearle E. Anthes.

Filed August 16th 1910 at 10 A. M. ✓

WARRANTEE DEED.

THIS INDENTURE WITNESSETH, That the Tri-Lake Resort Company, of Whitley County, Indiana, by its President, Samuel L. Harshbarger and Secretary Pearl Harshbarger, CONVEY AND WARRANT to Mearle E. Anthes of Lake County, in the State of Indiana, for the sum of Sixty Dollars, the following real estate, situated in Section Twelve, Township Thirty-two North, Range Nine East, in Whitley County, in the State of Indiana, and described as follows, to-wit:-

Lot Number Five (5) in the South Shore Addition of the Tri-Lake Resort Company.

It is expressly agreed and understood that the grantees, nor their grantees, nor assigns, will use the premises conveyed for the purpose of maintaining any boarding house, or hotel, nor use the same for carrying on any mercantile business whatever, or any other business that will conflict with, or be in competition with, the business of the grantors.

It is further agreed that the grantee is to have the right to pass over the premises of the grantors by convenient streets or pathways, designated by the grantors in going to and returning from any of the lakes adjacent to the premises of the grantors.

It is further agreed that the grantee shall not erect any boat house on the shore of any lake on lands of the grantors without the consent of the grantors.

IN WITNESS WHEREOF, the said Tri-Lake Resort Company, by its President Samuel L. Harshbarger and its Secretary Pearl Harshbarger has hereunto set its hand and seal this 19th day of July, 1910.

The Tri-Lake Resort Company

(S E A L)

By Samuel L. Harshbarger
President.

Pearl Harshbarger
Secretary.

STATE OF INDIANA, WHITLEY COUNTY, SS:

Before me, Burnside Clapham, a Notary Public in and for said County and State, personally appeared the above named Samuel L. Harshbarger and Pearl Harshbarger to me known to be the President, and the Secretary, of the Tri-Lake Resort Company, and acknowledged the execution of the above deed.

WITNESS my hand and official seal this 10th day of July, 1910.

Burnside Clapham

(S E A L)

Notary Public

My Commission expires Nov. 9th, 1911.

#9825 ✓

Logan Staples & W.

to

Florence L. Farren

Filed February 14 1922 at 11 A.M.

THIS INDENTURE WITNESSETH, That Logan Staples and Edith L. Staples, his wife, each over the age of 21 years, of Whitley County, in the State of Indiana Convey and Warrant to Florence L. Farren of Whitley County, in the State of Indiana, for and in consideration of One Hundred Fifty and 00/100 Dollars, the receipt whereof is hereby acknowledged, the following described Real Estate in Whitley County in the State of Indiana, to-wit:

Situated in Section Twelve, Township Thirty-two North, Range Nine East, in Whitley County, in the State of Indiana, and described as follows, to-wit:

Lots twenty-six, twenty-seven and twenty-eight (26, 27 & 28) in South Shore Addition to Tri-Lake Resort.

Revenue Stamps .50

It is expressly agreed and understood that the grantees, nor their grantees, nor assigns will use the premises conveyed for the purpose of maintaining any boarding house, or hotel, nor use the same for carrying on any mercantile business whatever, or any other business that will conflict with, or be in competition with, the business of the grantors.

It is further agreed that the grantee is to have the right to pass over the premises of the grantors by convenient streets or pathways, designated by the grantors, in going to and returning from any of the lakes adjacent to the premises of the grantors.

It is further agreed that the grantee shall not erect any boat house on the shore of any lake on lands of the grantors without the consent of the grantors.

IN WITNESS WHEREOF, The said Logan Staples and Edith L. Staples, husband and wife, each over the age of 21 years, have hereunto set their hands and seals, this 30th day of March, 1918.

Logan Staples (Seal)
Edith L. Staples (Seal)

STATE OF INDIANA WHITLEY COUNTY, SS:

Before me, the undersigned, a Notary Public, in and for said County and State, this 4th day of April, A.D. 1918, personally appeared the within named Logan Staples and Edith L. Staples, his wife, each over the age of 21 years, Grantors in the above conveyance, and acknowledged the same to be their voluntary act and deed, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

(SEAL) Mary E. Whitney
Notary Public.

My Commission Expires 9-21-1919.

Eli S. Poling Recorder.

GRANT OF PERMANENT SANITARY SEWER UTILITY EASEMENT

The undersigned, Richard E. Proctor, Jr.
of Whitley County, State of Indiana, hereby convey, grant and
assign to Tri-Lakes Regional Sewer District an easement and right-of-way to
install, maintain, repair and alter a sanitary sewer in, upon, across and
under a strip of land twenty-five (25) feet in width, fifteen (15) feet on
the residence side of the main sewer line and ten (10) feet on the opposite
side of the main sewer line as located on the construction plans and
specifications prepared by Phillip L. Schnelker, Inc., dated January 15,
1991, on file in the office of the clerk of the Tri-Lakes Regional Sewer
District, said twenty-five (25) feet strip located within the following de-
scribed real estate located in Whitley County, Indiana, to-wit:

Lots 5, 26, 27 and 28, South Shore Addition (Shriner Lake).

*As per Cliff Cleason lot 5
is the only lot that is granted
an easement.*

Richard E. Proctor

RECEIVED

For Record this 30 day of Jun 1992
at 8:04 o'clock A. M. and recorded

92-6-1048

Erlyn E. Stearns
RECORDER WHITLEY COUNTY

The undersigned do also convey, grant and assign to said Tri-Lakes Re-
gional Sewer District, and its employees and agents, the right of access
across the above-described real estate as may be necessary for the sole pur-
poses of the construction, maintenance and repair of such sanitary sewer.

This grant of easement is subject to the following restrictions and
limitations:

1. The Grantee, Tri-Lakes Regional Sewer District, shall not damage
or destroy any permanent improvements located at the time of the execution
of this document, upon the undersigned's remaining real estate, including
within such easement strip;
2. Any nonpermanent improvement located upon the undersigned's real
estate at the time of the execution of this document, including any such
nonpermanent improvement within such easement strip, which must be removed
or dismantled in the exercise of the rights conveyed herein, shall be re-
stored by and at the expense of the Tri-Lakes Regional Sewer District.
3. The undersigned, or the successors in title to the above-
described real estate may, at any future date, have such twenty-five (25)
feet strip surveyed to obtain an exact description of same, with the cost of
such survey to be the sole expense of the owner of said real estate, and the
Tri-Lakes Regional Sewer District will reasonably cooperate with such owner
in locating said main sewer line for such surveying purposes.

IN WITNESS WHEREOF, the undersigned have caused this document to be ex-
ecuted this 27th day of JUNE, 1992.

Written Signature

Printed Name

STATE OF INDIANA)
COUNTY OF WHITLEY) SS:

Richard E. Proctor, Jr.
Written Signature

Richard E. Proctor, Jr.
Printed Name

Before me, a Notary Public in and for said County and State, personally
appeared Richard E. Proctor, Jr.
each over the age of eighteen (18) years, and executed the foregoing on the
date above written.

Richard S. McMullen
Richard S. McMullen
Notary Public
My Commission Expires: OCT 4TH 1995
My County of Residence: WHITLEY

This instrument prepared by John W. Whitelcather, Jr., Attorney at Law.