

Map #2

# SCHEDULE A

Commitment No.: 4033-12373

Date Printed: April 28, 2011

1. Commitment Date: March 23, 2011 @ 8:00 AM

2. Policy or Policies to be issued:

(a) ALTA Owner's Policy

Proposed Insured: NONE

3. The Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by: Bledsoe's Inc.

4. The land referred to in this Commitment, situated in the County of Steuben, State of Indiana, is described as follows:

Commencing on the shore of Lake James, at the southeast corner of Lot Number 17 in the original plat of Roby Place as the same appears of record in Section 33, Township 38 North, Range 13 East, said point being located at the intersection the line, between Township 38 North, Range 13 East and Township 37 North, Range 13 East and the west shore of Lake James and continuing thence north westerly along the south side of Lot Number 17 on continuing along the south side of Lot Number 21 in the Second Addition to Roby Place and along the south side of Lot Number 38 in the Third Addition to said Roby Place; and continuing thence on the same line extended to a point 517 feet and 7 inches, northwesterly from the point of beginning; thence south 110 feet to the Township line between Township 38 North, Range 13 East, and Township 37 North, Range 13 East, in said County and State; and thence West on the township line 517 feet to the northeast corner of Section 4, Township 37 North, Range 13 East, thence South on the west line of said Section 4, 136 feet; thence south 86 degrees and 30 minutes east, 595 feet to the northwest corner of a parcel of land deeded from Benjamin H. Weld on to Charles Edward Meyer upon August 26, 1919; which said deed is entered in record in Deed Record 73, page 282 of the Deed Records of Steuben County, Indiana, thence south 83 degrees and 30 minutes east along the north line of said tract of land deeded by Weld on to Meyer as aforesaid, to the shore of Lake James, thence northeasterly and northerly along the shore of Lake James to the place of beginning.

**ALSO** 

A part of the Southwest Ouarter of Section 33, Township 38 North, Range 13 East, bounded as follows: Beginning 10 rods south of the guarter corner of the west side of Section 33 aforesaid and running thence east and parallel to and 10 rods south of the quarter line to the intersection of the same with the extended west line of the Original Plat of Uncle Tom's Plat a distance of 1160 feet; thence south 12 degrees and 20 minutes west along the west line of the roadway shown in the plat of Uncle Tom's Plat, to the intersection of the same with the extended north line of Lot Number 4 of said plat; thence south 207 feet to the extended south line of Lot Number 1 of said plat: thence continuing south to the point of intersection with the west boundary line of the 16- foot roadway as platted as a part of the First Addition to Uncle Tom's Plat; thence south 34 degrees 20 minutes west on and along the west boundary line of said roadway to the point where the same intersects with the extended south line of Lot Number 25 in said First Addition to Uncle Tom's Plat; thence South 6 degrees 42 minutes west 212 feet to a point where the same intersects the north line of land formerly owned by R. Earl Peters; thence south 54 degrees and 20 minutes west 174 feet; thence south 40 degrees and 5 minutes west 112 feet; thence south 11 degrees 15 minutes west 400 feet to the north side of the 16-foot roadway; thence south 86 degrees 10 minutes east 198 feet to the intersection of the same with the extended west line of Lot Number 47 in the Third Addition to Roby Place; thence south 11 degrees 15 minutes west on and along the extended west line and the west line of said Lot Number 47 in the Third Addition to Roby place to the southwest corner of the same; thence south 86 degrees 10 minutes east on and along the south line of said Lot Number 47 to the southeast corner of the same; thence south 11 degrees 15 minutes west on and along the west line of the Third Addition to Roby Place to the southwest corner of Lot Number 38 of said Addition; thence north 78 degrees 45 minutes west on the extended south line of Lot Number 38 in said Third Addition a distance of 248 feet; thence south 110 feet to the section and Township line; thence west 352 feet to the southwest corner of Section 33 aforesaid; thence north on the section line to the place of beginning.

EXCEPTING THEREFROM a parcel of land ten rods north and south by ten rods east and west out of the northwest corner thereof.

ALSO EXCEPTING a roadway 16 feet wide , the south line of the same being 550 feet north of the southwest corner of Section 33 and running thence south 86 degrees and 10 minutes east 648 feet to the northwest corner of Lot number 47 in the Third Addition to Roby Place and there ending.

EXCEPTING also a roadway 16 feet wide the south line of which begins 16 feet west of the southwest corner of Lot Number 1 in the Original Plat of Uncle Tom's Plat and running thence west to the west line of Section 33 and there ending.

ALSO EXCEPTING Lots Numbered 48, 49, 50, 51, and 52 in the Third Addition to the Plat of Roby Place.

#### ALSO EXCEPTING THEREFROM

Part of the Southwest Quarter of Section 33, Township 38 North , Range 13 East, Steuben County, Indiana, described as follows:

Commencing at an iron pin at the northwest corner of Lot 18 of the First Addition to Uncle Tom's Plat, said iron pin found as witnessed in Don Gilbert's field book 23, page 77; thence North 88 degrees 75 minutes West by deflecting right from the west line of said First Addition 56 degrees 55 minutes 50.0 feet; thence South 3 degrees 35 minutes East 42.1 feet; thence South 34 degrees 50 minutes West 344.3 feet (394.3 feet-plat); thence South 5 degrees 25 minutes West 205.7 feet (205.7 feet-plat); thence South 52 degrees 17 minutes West (North 59 degrees 02 minutes East-plat) 136.2 feet to the point of beginning; thence South 52 degrees 17 minutes West 80.0 feet; thence North 5 degrees 25 minutes East 82.0 feet; thence North 52 degrees 17 minutes East 80.00; thence South 5 degrees 25 minutes West 82.0 feet to the point of beginning, containing 0.11 acres more or less.

## W FR1/2 SW1/4 Sec33 & Angola IN 46703

THIS COMMITMENT OR FORECLOSURE GUARANTEE COMMITMENT IS FURNISHED BY FIRST AMERICAN TITLE INSURANCE COMPANY OR ITS POLICY ISSUING AGENT SOLELY FOR THE ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE OF FIRST AMERICAN TITLE INSURANCE COMPANY. THIS COMMITMENT IS NOT AN ABSTRACT OR AN OPINION OF TITLE. LIABILITY UNDER THIS COMMITMENT IS DEFINED BY AND LIMITED TO THE TERMS AND CONDITIONS OF THIS COMMITMENT AND THE TITLE INSURANCE POLICY TO BE ISSUED. PERSONS AND ENTITIES NOT LISTED ABOVE AS PROPOSED INSUREDS ARE NOT ENTITLED TO RELY UPON THIS COMMITMENT FOR ANY PURPOSE.



Issued By: Metropolitan Title of Indiana, LLC For questions regarding this commitment contact; (260)668-1008 or fax to (260)668-5509 710 Cameron Woods Drive, Suite B Angola, IN 46703

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## Schedule B – Section I

Commitment No.: 4033-12373

## General Requirements

The following requirements must be met:

- a. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
- b. Payment of the full consideration to, or for the account of, the grantors or mortgagors should be made.
- C. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable should be made.
- d. Pay us the premiums, fees and charges for the policy.
- e. You must tell us in writing the name of anyone not referred to in this Commitment who will receive an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions.
- f. Submit completed Owner's Affidavit/ALTA Statement on the form provided by this company and signed by or on behalf of all owners.

### End of Schedule B - Section I

#### Schedule B - Section II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Defects, liens encumbrances adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

#### Part One: General Exceptions

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

- 1. Rights or claims of parties in possession not shown by the public records.
- 2. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
- 3. Easements, or claims of easements, not shown by the public records.
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown on the public records.
- 5. Taxes or special assessments which are not shown as existing liens by the public records.

Schedule B - Section II Continued on next page

## Schedule B - Section II Continued

## Part Two: Specific Exceptions

- 1. Effective July 1st, 2009, in accordance with Indiana Code 27-7-3.7, all funds in connection with an escrow transaction we are closing must meet the following requirements:
  - a) Funds from a single party to the transaction in the aggregate amount \$10,000.00 or more must be received in the form of a wire transfer unconditionally and irrevocably credited to our account prior to disbursement. Automated Clearing House (ACH) transactions will not be acceptable.
  - b) Funds from a single party to the transaction in the aggregate amount of less than \$10,000.00 must be received by wire transfer, certified check or cashiers check. Automated Clearing House (ACH) transactions will not be acceptable.
- 2. NOTE: Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmation statement: "I affirm, under penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law (name)." See Indiana Code 36-2-11-15.

The affirmation statement must appear after the point of the Prepared By statement at the conclusion of the document, or be an additional page, if necessary.

- 3. Beginning January 1, 2010, the closing agent is required to report to the Indiana Department of Insurance the names and license numbers of certain real estate professionals participating in each residential real estate transaction. The information must be provided to the closing agent on or before the date of closing. See Indiana Code 6-1.1-12-43(e) and 27-7-3-15.5.
- 4. NOTE: By virtue of I.C. 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with closings occurring on or after July 1, 2006. The fee should be designated in the 1100 series of the HUD-1 form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.
- 5. Delinquent real estate taxes and penalties for prior year(s) in the amount of \$6,717.61. Subject to Tax Sale
- 6. Real estate taxes assessed for the year 2010 are due in two installments payable May 10, 2011 and November 10, 2011:

Parcel No.: 76-03-33-000-003.000-006

May Installment of \$1,761.60 is unpaid

November Installment of \$1,761.60 is unpaid

Tax Year:	Current Year 2010 due 2011	Next Year 2011 due 2012
Land:	\$113,000	\$n/a
Improvements:	\$398,700	\$n/a
Homeowners Exemption:	\$00	\$n/a
Mortgage Exemption:	\$00	\$n/a
Other Exemption:	\$00	\$n/a

NOTE: The taxes above are lower if tax exemptions are showing. The taxes above will increase if the seller acquired the property within the last two calendar years, and did not refile any exemptions. Contact the local Assessor if you have any questions about the current status of exemptions and how they will affect taxes payable subsequent to closing.

Taxes for the year 2011 due in May and November, 2012.

- 7. Judgment against Bledsoe's Inc. in favor of Steuben Lakes Regional Waste District rendered June 11, 2010 in the amount of \$281,213.00, plus costs and interest, as Cause No. 76C01-0603-CC-101, in Circuit Court. Attorney John Gastineau 260-159-0045
- 8. Personal property tax judgment against Bledsoe's Inc., in the amount of \$72.04 plus penalty, if any.
- 9. Personal property tax judgment against Bledsoe's Inc., in the amount of \$11.30, plus penalty, if any.
- 10. Personal property tax judgment against Bledsoe's Inc., in the amount of \$39.88, plus penalty, if any.
- 11. Personal property tax judgment against Bledsoe's Inc., in the amount of \$59.36, plus penalty, if any.
- 12. Personal property tax judgment against Bledsoe's Inc., in the amount of \$64.08, plus penalty, if any.
- 13. Easement for Permanent Sewer Utility as disclosed by Instrument 04080633.
- 14. Easement for Permanent Sewer Utility as disclosed by Instrument 04080632.
- 15. Terms and provisions of Snowmobile Trail Lease Agreement as recorded in Instrument 04060899.
- 16. Terms and provisions of Snowmobile Trail Lease Agreement as recorded in Instrument 06100439.
- 17. Terms and provisions of Vacation of Roadway as recorded in Instrument 01070699.

Note: We find no judgments against the current owners and/or the proposed insured owners, if any, which do or will constitute liens on the subject property, unless noted above. Parties searched as husband and wife and not individual if the title is held or will be held as husband and wife.

End of Schedule B - Section II

# Commitment for Title Insurance FIRST AMERICAN TITLE INSURANCE COMPANY.

First American Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

First American Title Insurance Company

Dennis J. Gilmore

President

Mistly Kleny Timothy Kemp

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## CONDITIONS:

- 1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
- If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim of other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
- 3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
- 4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
- The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at http://www.alta.org/.

Issued by: Metropolitan Title of Indiana, LLC

710 Cameron Woods Drive, Suite B

Angola, Indiana 46703

Ph: (260)668-1008 or Fax to: (260)668-5509



#### Privacy Information

#### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

#### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

#### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

#### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

#### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is Important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### **Business Relationships**

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

#### Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

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