



Map #9

## SCHEDULE A

Commitment No.: 4033-12431

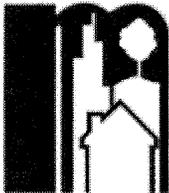
Date Printed: April 13, 2011

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:

Lot Number 20 in the Second Addition to the Plat of Roby Place, according to the recorded plat thereof.

Lot 20 Roby Place 2nd Add 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

## Schedule B – Section I

Commitment No.: 4033-12431

### *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 \$231.48.**

6. Real estate taxes assessed for the year 2010 are due in two installments payable May 10, 2011 and November 10, 2011:

Parcel No.: 76-03-33-330-323.000-006

May Installment of \$70.57 is unpaid

November Installment of \$70.57 is unpaid

Tax Year:	Current Year 2010 due 2011	Next Year 2011 due 2012
Land:	\$20,500	\$n/a
Improvements:	\$00	\$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



Timothy Kemp  
Secretary



**CONDITIONS:**

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or 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.
5. 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.

##### Applicability

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.

##### Cookies

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 privacy.

**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.

Map #10



## SCHEDULE A

Commitment No.: 4033-12432

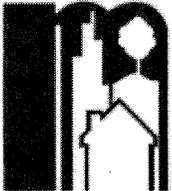
Date Printed: April 13, 2011

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:

Lot 18 in the Original Plat of Roby Place, according to the recorded plat thereof.

Lot 18 Roby Place 1st Add 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

## Schedule B – Section I

Commitment No.: 4033-12432

### *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  
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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 \$3,353.12.**
  
6. Real estate taxes assessed for the year 2010 are due in two installments payable May 10, 2011 and November 10, 2011:  
 Parcel No.: 76-03-33-330-324.000-006  
 May Installment of \$1,020.74 is unpaid  
 November Installment of \$1,020.74 is unpaid

Tax Year:	Current Year 2010 due 2011	Next Year 2011 due 2012
Land:	\$274,000	\$n/a
Improvements:	\$21,800	\$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



Timothy Kemp  
Secretary



**CONDITIONS:**

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. 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.
5. 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.alt.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.

##### Applicability

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.

##### Cookies

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 privacy.

**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.

Map # 11



## SCHEDULE A

Commitment No.: 4033-12433

Date Printed: April 13, 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:

Lot 19 in the Original Plat of Roby Place, according to the recorded plat thereof.

Lot 19 Roby Place 1st Add 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

## Schedule B – Section I

Commitment No.: 4033-12433

### *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 \$1,235.51.**
  
6. Real estate taxes assessed for the year 2010 are due in two installments payable May 10, 2011 and November 10, 2011:  
 Parcel No.: 76-03-33-330-325.000-006  
 May Installment of \$376.96 is unpaid  
 November Installment of \$376.96 is unpaid

Tax Year:	Current Year 2010 due 2011	Next Year 2011 due 2012
Land:	\$109,500	\$n/a
Improvements:	\$00	\$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



Timothy Kemp  
Secretary



**CONDITIONS:**

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. 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.
5. 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.

##### Applicability

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.

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**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.



Map #21

## SCHEDULE A

Commitment No.: 4033-12463

Date Printed: April 19, 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:  
Boat House, LLC, an Indiana limited liability company, one-half interest and Bledsoe's, Inc., one-half interest
4. The land referred to in this Commitment, situated in the County of Steuben, State of Indiana, is described as follows:

A part of the Northwest fractional Quarter of Section #4, Township 37 North, Range 13 East, (Pleasant Civil Township), Steuben County, Indiana, described as follows:

Commencing at a 1 ¼" pipe found this survey at the Northwest corner of said fractional Section #4; thence South 00 degrees 48 minutes 25 seconds West (base bearing), along the West line of said Section #4, a distance of 136.00 feet to a surveyor's nail set this survey at the Northwest corner of land formerly conveyed by Deed Record #131, page 273, said surveyor's nail being the true point of beginning of this description; thence departing said West line of Section #4, South 86 degrees 07 minutes 48 seconds East, a distance of 575.00 feet measured (deed=South 86 degrees 56 minutes East), to an iron pin found this survey; thence South 00 degrees 21 minutes 44 seconds West, a distance of 73.88 feet measured (deed=South 00 degrees 35 minutes East, 73.7 feet), to an iron pin found this survey; thence South 74 degrees 57 minutes 23 seconds East, a distance of 166.14 feet measured (deed=South 75 degrees 51 minutes East), to a point on the centerline of Jimmerson Creek; thence in a Southerly, Southwesterly, Westerly and Northwesterly direction, following the meanders of said centerline of Jimmerson Creek the following Ten (10) courses: South 12 degrees 29 minutes 06 seconds West, 89.13 feet; thence South 46 degrees 03 minutes 06 seconds West, 70.17 feet; thence South 35 degrees 27 minutes 27 seconds West, 39.39 feet; thence South 72 degrees 08 minutes 02 seconds West, 42.00 feet; thence South 81 degrees 32 minutes 41 seconds West, 56.91 feet; thence South 89 degrees 36 minutes 22 seconds West, 37.62 feet; thence North 79 degrees 34 minutes 13 seconds West, 175.50 feet; thence North 78 degrees 41 minutes 54 seconds West, 158.26 feet; thence North 80 degrees 05 minutes 16 seconds West, 150.21 feet, to the Southeast corner of an easement described in Document #01-11-0192; thence continuing North 89 degrees 09 minutes 16 seconds West along said centerline of Jimmerson Creek, a distance of 35.0 feet, to a point on the West line of said Section #4; thence departing said centerline of Jimmerson Creek, North 00 degrees 48 minutes 25 seconds East, along the West line of said Section #4, a distance of 256.00 feet, back to the true point of beginning of this description, said in survey to contain 4.33 acres, more or less, including submerged land and being subject to all legal highway rights-of-way and easements of record.

The undivided one-half interest in a certain island located where Jimmerson Creek exits Lake James, situated in the Northwest fractional Quarter of Section #4, Township 37 North, Range 13 East, (Pleasant Civil Township), Steuben County, Indiana, as described in Deed Record #78, page 84 and Deed Record #104, page 526, intending to describe only that land which lies above the mean high-water level of Lake James, described as follows:

Commencing at a 1/2" iron pin found this survey at the Northeast corner of Lot Numbered Fourteen in the Plat of Old Ford Plat on Lake James as recorded in Plat Book #2, at pages 83 and 84, Steuben County Recorder's Office; thence North 39 degrees West (base bearing), 132 feet to a point in the center of Jimmerson Creek, said point being the true point of beginning of this description; thence North 46 degrees 03 minutes 06 seconds East along the centerline of Jimmerson Creek, a distance of 70.17 feet; thence continuing North 12 degrees 29 minutes 06 seconds East, 89.13 feet; thence North 42 degrees 32 minutes 29 seconds East, 50.65 feet; thence North 77 degrees 48 minutes 30 seconds East, 97.62 feet to a point on the Northerly extended shoreline of Lake James; thence departing said centerline of Jimmerson Creek, South 05 degrees 02 minutes 57 seconds East, along said extended shoreline and the shoreline of Lake James, a distance of 66.91 feet; thence continuing along said shoreline, South 09 degrees 59 minutes 53 seconds East, 18.81 feet; thence South 46 degrees 11 minutes 29 seconds East, 19.34 feet; thence South 39 degrees 31 minutes 19 seconds East, 13.65 feet; thence South 12 degrees 02 minutes 50 seconds East, 15.64 feet; thence South 01 degree 32 minutes 27 seconds East, 17.07 feet; thence South 06 degrees 21 minutes 33 seconds West, 14.16 feet; thence South 11 degrees 31 minutes 01 second East, 10.17 feet; thence South 41 degrees 52 minutes 11 seconds East, 14.92 feet; thence South 00 degrees 03 minutes 43 seconds East, 4.72 feet; thence South 11 degrees 33 minutes 16 seconds East, 81.38 feet to a point on the South line of the artificial channel excavated between Lake James and Jimmerson Creek; thence along the Southerly line of said excavated channel, North 61 degrees 52 minutes 41 seconds West, 12.06 feet; thence North 67 degrees 36 minutes 37 seconds West, 8.64 feet; thence North 71 degrees 53 minutes 16 seconds West, 12.10 feet; thence South 61 degrees 57 minutes 20 seconds West, 22.37 feet; thence South 89 degrees 42 minutes 06 seconds West, 6.51 feet; thence North 64 degrees 37 minutes 56 seconds West, 52.94 feet; thence North 61 degrees 14 minutes 58 seconds West, 22.26 feet; thence North 73 degrees 46 minutes 46 seconds West, 4.13 feet; thence North 80 degrees 25 minutes 39 seconds West, 2.90 feet; thence North 87 degrees 40 minutes 50 seconds West, 3.91 feet; thence South 80 degrees 35 minutes 35 seconds West, 7.77 feet; thence South 89 degrees 33 minutes 14 seconds West, 7.80 feet; thence North 72 degrees 19 minutes 11 seconds West, 4.67 feet; thence North 39 degrees 36 minutes 07 seconds West, 8.65 feet; thence North 68 degrees 39 minutes 23 seconds West, 5.30 feet; thence North 86 degrees 16 minutes West, 45.15 feet; thence departing said South line of the excavated artificial channel, North 69 degrees 19 minutes 34 seconds West, 55.15 feet back to the true point of beginning of this description, said in survey to contain 0.89 acres including submerged land, and being subject to all legal rights-of-way and easements of record.

A part of the Northwest fractional Quarter of Section #4, Township 37 North, Range 13 East, (Pleasant Civil Township), Steuben County, Indiana, being a portion of land last conveyed by Document #00-11-0179, said portion being described as follows:

Commencing at a 1 1/4" iron pipe found this survey at the Northwest corner of said fractional Section #4; thence South 00 degrees 48 minutes 25 seconds West (base bearing), along the West line of said Section #4, a distance of 833.28 feet to a surveyor's nail set this survey, said point being the true point of beginning of this description; thence continuing South 00 degrees 48 minutes 25 seconds West, along said West line of Section #4, a distance of 185.00 feet to a surveyor's nail set this survey at the Northwest corner of a tract last conveyed by Document #03-04-0768; thence departing said West line of Section #4, South 89 degrees 57 minutes 23 seconds East, along the North line of said Document #03-04-0768, a distance of 95.00 feet measured (deed=North 88 degrees 21 minutes 44 seconds East, 95.00 feet), to a 1/4" iron pipe set this survey at the Northeast corner of said land last conveyed by Document #03-04-0768; thence South 00 degrees 48 minutes 25 seconds West, along the East line of said Document #03-04-0768, a distance of 75.00 feet to an iron pin set by James L. Russell on the South line of said Document #00-11-0179; thence departing said Easterly line, South 89 degrees 57 minutes 23 seconds East, along the South line of said Document #00-11-0179, a distance of 329.61 feet measured (deed=North 89 degrees 53 minutes 19 seconds East, 424.52 feet) to a 2" diameter iron pipe found this survey at the Southeast corner of said land conveyed by said Document #00-11-0179; thence departing said South line, North 00 degrees 49 minutes 00 seconds East, along the West line of land last conveyed by Document #00-11-0180, a distance of 352.62 feet to a 1/4" iron pipe set this survey on the Southerly right-of-way line of the Edward Meyer Road now called Bayview Road; thence departing said West line, North 69 degrees 12 minutes 52 seconds West, along the Southerly right-of-way line of said Edward Meyer Road, a distance of 94.84 feet measured (deed=North 69 degrees 48 minutes 22 seconds West, 97.40 feet) to a P.K. nail found this survey at the Northeast corner of land last conveyed by Deed Record #240, page 530; thence departing said South line of said Edward Meyer Road now called Bayview Road, South 19 degrees 16 minutes 08 seconds West, along the East line of said Deed Record #240, page 530, a distance of 126.96 feet to a 5" x 1/2" iron pin found this survey at the Southeast corner of said Deed Record #240, page 530; thence North 70 degrees 38 minutes 57 seconds West, along the South line of said Deed Record #240, page 530, a distance of 179.97 feet measured to a M.B.S. and Associates iron pin found this survey at the Southwest corner of said land conveyed by Deed Record #240, page 530; thence South 19 degrees

17 minutes 24 seconds West on the Southerly extension of the West line of said land conveyed by Deed Record #240, page 530, a distance of 68.10 feet to a ¼" iron pipe set this survey; thence South 89 degrees 11 minutes 41 seconds West, a distance of 103.12 feet back to the true point of beginning, said in survey to contain 2.82 acres, more or less, subject to all legal highway rights-of-way and easements of record.

EXCEPTING THEREFROM THE FOLLOWING:

A part of the Northwest Quarter of Section 4, Township 37 North, Range 13 East, Pleasant Civil Township, Steuben County, Indiana, described as follows:

Commencing at a 1.5 inch iron pipe found at the Northwest corner of said Section 4; thence South 00 degrees 35 minutes 48 seconds West 1093.38 feet (recorded South 1093.3 feet) to a railroad spike found at the Northwest corner of land described in Deed Record 167, page 152; thence North 89 degrees 53 minutes 19 seconds East, 399.52 feet (recorded East in Deed Record 98-02-0063) to a 5/8 inch capped (Ruckel) iron rebar set at the true point of beginning of this description; thence continuing North 89 degrees 53 minutes 19 seconds East 25.00 feet to a 2 inch iron pipe found; thence North 00 degrees 30 minutes 50 seconds East, 373.93 feet to a mag nail found on the existing centerline of Edward Meyer Road (a.k.a. North Bay View Road); thence 6.00 feet along said centerline through the arc of a curve to the right whose radius is 395.98 feet and whose chord bears North 68 degrees 30 minutes 46 seconds West 6.00 feet to a mag nail set; thence South 03 degrees 27 minutes 54 seconds West 376.87 feet back to the point of beginning, said in survey to contain 0.132 acres, more or less, subject to all legal highways and easements of record.

ALSO EXCEPTING THEREFROM:

A survey of a portion of land described in Deed Record 05-01-0590, said portion described as follows:

A part of the Northwest Quarter of Section 4, Township 37 North, Range 13 East, Pleasant Civil Township, Steuben County, Indiana, described as follows:

Commencing at a 1.5" pipe found at the Northwest corner of said Section 4; thence South 00 degrees 35 minutes 48 seconds West (record and base bearing) 848.29 feet along the West line of the Northwest Quarter of said Section 4 to a point; thence North 88 degrees 59 minutes 14 seconds East 98.13 feet to a 5/8 inch capped (Ruckel) iron rebar set at the true point of beginning of this description; thence continuing North 88 degrees 59 minutes 14 seconds East 63.52 feet to a 5/8 inch capped (Ruckel) iron rebar set; thence South 70 degrees 48 minutes 18 seconds East 145.58 feet to a 5/8 inch capped (Ruckel) iron rebar set; thence South 86 degrees 25 minutes 55 seconds East 110.00 feet to a 5/8 inch capped (Ruckel) iron rebar set on the West line of land described in Deed Record 07-11-0303; thence North 03 degrees 34 minutes 12 seconds East 163.46 feet along said West line of land described in Deed Record 07-11-0303 to a 5/8 inch capped (Ruckel) iron rebar found at the intersection of said West line and the South line of North Bay View Road; thence North 69 degrees 25 minutes 34 seconds West 87.72 feet along said South line of North Bay View Road to a P.K. nail found at the Northeast corner of land described in Deed Record 06-02-0026; thence South 19 degrees 05 minutes 42 seconds West 126.98 feet to the Southeast corner of land described in Deed Record 06-02-0026; thence North 70 degrees 50 minutes 10 seconds West 179.90 feet to the Southwest corner of land described in said Deed Record 06-02-0026, also being a point on the Easterly line of land described in Deed Record 08-01-0123; thence South 19 degrees 03 minutes 16 seconds West 84.02 feet along said Easterly line and Easterly extended of land described in said Deed Record 08-01-0123 back to the point of beginning, said in survey to contain 0.723 acres, more or less, subject to all legal highways and easements of record.

ALSO EXCEPTING THEREFROM:

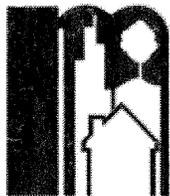
Units 1, 2, 3, 4, 5 and 6 in the Four Corners Business Condominiums, Pleasant Civil Township, as recorded at Instrument Number 0908-0285, on August 12, 2009 of the records of Steuben County, Indiana.

ALSO EXCEPTING THEREFROM:

Units 7 and 8 in the Four Corners Business Condominiums, Pleasant Civil Township, as recorded at Instrument Number 0908-0285, on August 12, 2009 of the records of Steuben County, Indiana.

(Island) IN NW FR1/4 Sec 4.50A 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

## Schedule B – Section I

Commitment No.: 4033-12463

### *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. Parcel No. 76-06-04-220-101.000-011

Taxes for the year 2009 payable in 2010 and prior years show delinquent in the total amount of \$9.48, plus further penalty, if any.

Taxes for the year 2010 payable in 2011.

First installment of taxes for the year 2010 due on or before May 10, 2011, in the amount of \$3.96 shows unpaid.

Second installment of taxes for year 2010 due on or before November 10, 2011, in the amount of \$3.96 shows unpaid.

Assessed Valuations:	2010 - 2011	2011 - 2012
Residential Land:	\$700.00	\$N/A
Non-Residential Land:	\$0.00	\$N/A
Residential Improvements:	\$0.00	\$N/A
Non-Residential Improvements:	\$0.00	\$N/A
Homestead Exemption:	\$0.00	\$N/A
Mortgage Exemption:	\$0.00	\$N/A

Other Exemption:	\$0.00	\$N/A
Net Assessment:	\$700.00	\$N/A

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

Any Possible additional or retroactive assessments or amounts billed, including a reconciling statement, under IC 6-1.1-22.5 for taxes against the land, and all interest and penalties that may accrue.

Informational Note: The commitment and/or policy does not insure the accuracy of tax information.

6. Mortgage in the original amount of \$1,814,985.00 executed by Boat House, LLC to Tower Bank & Trust Company, dated January 20, 2005, recorded January 24, 2005, in Instrument No. 0501591. Said mortgage has been last assigned to Grouper, LLC as disclosed by Assignment of Mortgage, dated June 15, 2009, recorded January 13, 2010, in Instrument No. 10010314, in Steuben County Records. Said mortgage was also amended on September 28, 2006 by instrument recorded October 5, 2006 in Instrument No. 06100164.
7. Mortgage in the original amount of \$600,845.20 executed by Boat House, LLC to Tri-State Financial, Inc., dated January 20, 2005, recorded January 24, 2005, in Instrument No. 05010592. Said mortgage has been assigned to Angola Corporation as disclosed by Assignment of Mortgage, dated February 8, 2006, recorded February 13, 2006, in Instrument No. 06020316, in Steuben County Records.
8. 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.
9. Proceedings pending in the Superior Court on an Amended Complaint to Foreclose the Mortgage above noted at item 6, Grouper, LLC vs. Boat House, LLC et al filed January 14, 2010, as Cause No. 76D01-0908-MF-565.
10. Sewage lien in the total amount of \$287.85, plus further penalty if any, recorded November 24, 2010, in the Office of the Recorder of the County, as Instrument No. 10110611.
11. Sewage lien in the total amount of \$285.92, plus further penalty if any, recorded November 24, 2010, in the Office of the Recorder of the County, as Instrument No. 10110616.
12. Federal Tax Lien, in the stated amount of \$3,822.06, filed against Thomas C. Clausen and The Boat House, recorded January 22, 2010 as Instrument No. 10010565 .
13. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued March 17, 2009 in the amount of \$401.06, plus costs and interest and filed as Warrant No. 07252342.
14. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued August 31, 2009 in the amount of \$6,207.25, plus costs and interest and filed as Warrant No. 07419470.
15. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued August 31, 2009 in the amount of \$6,236.97, plus costs and interest and filed as Warrant No. 07419624.
16. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued August 31, 2009 in the amount of \$6,264.70, plus costs and interest and filed as Warrant No. 07419641.
17. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued January 8, 2010 in the amount of \$621.08, plus costs and interest and filed as Warrant No. 07556174.
18. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued January 8, 2010 in the amount of \$623.86, plus costs and interest and filed as Warrant No. 07556336.
19. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued January 8, 2010 in the amount of \$626.93, plus costs and interest and filed as Warrant No. 07556383.
20. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued January 8, 2010 in the amount of \$632.59, plus costs and interest and filed as Warrant No. 07556698.

21. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued January 8, 2010 in the amount of \$629.90, plus costs and interest and filed as Warrant No. 07556722.
22. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued February 17, 2010 in the amount of \$161.45, plus costs and interest and filed as Warrant No. 07632621.
23. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued February 17, 2010 in the amount of \$2,726.76, plus costs and interest and filed as Warrant No. 07632622.
24. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued February 17, 2010 in the amount of \$1,981.04, plus costs and interest and filed as Warrant No. 07632623.
25. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued February 17, 2010 in the amount of \$996.37, plus costs and interest and filed as Warrant No. 07632624.
26. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued February 17, 2010 in the amount of \$102.02, plus costs and interest and filed as Warrant No. 07632625.
27. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued February 17, 2010 in the amount of \$481.84, plus costs and interest and filed as Warrant No. 07632626.
28. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued February 17, 2010 in the amount of \$1,070.91, plus costs and interest and filed as Warrant No. 07632627.
29. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued February 17, 2010 in the amount of \$924.90, plus costs and interest and filed as Warrant No. 07632628.
30. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued February 17, 2010 in the amount of \$1,640.09, plus costs and interest and filed as Warrant No. 07632629.
31. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued February 17, 2010 in the amount of \$36.26, plus costs and interest and filed as Warrant No. 07632631.
32. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued February 17, 2010 in the amount of \$1,816.58, plus costs and interest and filed as Warrant No. 07632632.
33. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued February 17, 2010 in the amount of \$2,335.76, plus costs and interest and filed as Warrant No. 07632633.
34. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued February 17, 2010 in the amount of \$6,536.86, plus costs and interest and filed as Warrant No. 07632634.
35. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued February 17, 2010 in the amount of \$1,726.50, plus costs and interest and filed as Warrant No. 07632836.
36. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued February 17, 2010 in the amount of \$573.45, plus costs and interest and filed as Warrant No. 07632837.
37. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued February 17, 2010 in the amount of \$1,447.66, plus costs and interest and filed as Warrant No. 07632841.
38. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued April 1, 2010 in the amount of \$613.93, plus costs and interest and filed as Warrant No. 07735543.
39. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued April 1, 2010 in the amount of \$616.81, plus costs and interest and filed as Warrant No. 07751141.
40. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued April 1, 2010 in the amount of \$619.68, plus costs and interest and filed as Warrant No. 07769437.
41. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued April 1, 2010 in the amount of \$622.75, plus costs and interest and filed as Warrant No. 07770533.
42. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued April 3, 2010 in the amount of \$269.59, plus costs and interest and filed as Warrant No. 07821301.
43. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued April 3, 2010 in the amount of \$832.90, plus costs and interest and filed as Warrant No. 07827829.

44. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued April 3, 2010 in the amount of \$280.03, plus costs and interest and filed as Warrant No. 07827836.
45. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued April 3, 2010 in the amount of \$138.71, plus costs and interest and filed as Warrant No. 07827870.
46. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued April 3, 2010 in the amount of \$770.82, plus costs and interest and filed as Warrant No. 07835343.
47. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued April 3, 2010 in the amount of \$354.40, plus costs and interest and filed as Warrant No. 07835412.
48. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued April 3, 2010 in the amount of \$395.05, plus costs and interest and filed as Warrant No. 07835413.
49. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued April 3, 2010 in the amount of \$636.22, plus costs and interest and filed as Warrant No. 07835417.
50. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued April 3, 2010 in the amount of \$496.83, plus costs and interest and filed as Warrant No. 07835504.
51. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued April 3, 2010 in the amount of \$284.05, plus costs and interest and filed as Warrant No. 07835508.
52. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued April 3, 2010 in the amount of \$786.96, plus costs and interest and filed as Warrant No. 07835509.
53. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued April 3, 2010 in the amount of \$534.67, plus costs and interest and filed as Warrant No. 07835512.
54. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued April 3, 2010 in the amount of \$374.37, plus costs and interest and filed as Warrant No. 07835514.
55. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued April 3, 2010 in the amount of \$253.04, plus costs and interest and filed as Warrant No. 07835519.
56. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued April 3, 2010 in the amount of \$828.39, plus costs and interest and filed as Warrant No. 07835524.
57. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued April 3, 2010 in the amount of \$712.58, plus costs and interest and filed as Warrant No. 07835526.
58. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued April 3, 2010 in the amount of \$362.81, plus costs and interest and filed as Warrant No. 07835530.
59. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued April 3, 2010 in the amount of \$557.00, plus costs and interest and filed as Warrant No. 07835531.
60. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued April 19, 2010 in the amount of \$611.95, plus costs and interest and filed as Warrant No. 07881024.
61. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued July 30, 2010 in the amount of \$769.36, plus costs and interest and filed as Warrant No. 07940434.
62. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued August 18, 2010 in the amount of \$613.85, plus costs and interest and filed as Warrant No. 08045500.
63. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued August 18, 2010 in the amount of \$615.70, plus costs and interest and filed as Warrant No. 08050574.
64. Indiana State Tax Warrant against Michael Clausen in favor of the State of Indiana issued November 8, 2010 in the amount of \$1,678.49, plus costs and interest and filed as Warrant No. 00992173.
65. Indiana State Tax Warrant against Michael Clausen in favor of the State of Indiana issued November 8, 2010 in the amount of \$29,354.45, plus costs and interest and filed as Warrant No. 00992175.
66. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued November 8, 2010 in the amount of \$772.26, plus costs and interest and filed as Warrant No. 08192731.

67. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued November 8, 2010 in the amount of \$770.05, plus costs and interest and filed as Warrant No. 08192826.
68. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued November 23, 2010 in the amount of \$769.08, plus costs and interest and filed as Warrant No. 08229231.
69. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued December 21, 2010 in the amount of \$768.94, plus costs and interest and filed as Warrant No. 08280162.
70. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued December 28, 2010 in the amount of \$777.85, plus costs and interest and filed as Warrant No. 08295965.
71. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued March 8, 2011 in the amount of \$864.00, plus costs and interest and filed as Warrant No. 08378945.
72. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued March 8, 2011 in the amount of \$861.62, plus costs and interest and filed as Warrant No. 08378946.
73. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued March 29, 2011 in the amount of \$862.79, plus costs and interest and filed as Warrant No. 08437194.
74. Indiana State Tax Warrant against Thomas Clausen and The Boat House in favor of the State of Indiana issued April 18, 2011 in the amount of \$864.02, plus costs and interest and filed as Warrant No. 08462864.
75. Terms, conditions and provisions of Ingress-Egress Easement Agreement dated April 28, 2008, recorded August 12, 2009, in Instrument No. 09080287.
76. Terms, conditions and provisions of Ingress-Egress Easement Agreement dated April 28, 2008, recorded August 12, 2009, in Instrument No. 09080288.
77. Terms, conditions and provisions of Memorandum of Option Agreement dated April 28, 2008, recorded August 27, 2009, in Instrument No. 09080675.
78. Notwithstanding any reference to the acreage or quantity of land described on Schedule A, nothing contained herein insures the quantity of land contained within the boundaries of the land described in Schedule A.
79. Covenants, conditions and restrictions, if any, appearing in the public records.
80. Any easements or servitudes appearing in the public records.
81. Covenants, Conditions, Restrictions, Utility and Drainage easements and setback lines and any amendments thereto as disclosed on the recorded plat of subdivision.

We delete any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC3604(c).

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



Timothy Kemp  
Secretary



**CONDITIONS:**

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. 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.
5. 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.alt.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.

#### Applicability

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.

#### Cookies

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](http://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 privacy.

**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.



## SCHEDULE A

Commitment No.: 4033-14530

Date Printed: June 23, 2011

1. Commitment Date: June 10, 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:

DO NOT USE THIS LEGAL DESCRIPTION

All of that real estate in Section 4, Township 37 North, Range 13 East Steuben County, Indiana that is assigned tax key number 76-06-04-220-102.000-011.

DO NOT USE THIS LEGAL DESCRIPTION

\_\_\_\_ N 300 W 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