

COMMITMENT FOR TITLE INSURANCE

Issued By
CHICAGO TITLE INSURANCE COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a(n) Nebraska corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 90 after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; [and]
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Transaction Identification Data for reference only:

Issuing Agent: Theresa Winebrenner
Issuing Office: North American Title Company, LLC
ALTA® Universal ID:
Loan ID No.:
Commitment No.: 15701-18-000008-IN
Issuing Office File No.: 15701-18-000008-IN
Property Address: 17217 Madden Rd, Churubusco, IN 46723

SCHEDULE A

1. Commitment Date: April 2, 2018 at 08:00 AM
2. Policy to be issued:
 - a. ALTA 2013 Homeowner's Policy of Title Insurance
Proposed Insured: TO BE DETERMINED
Proposed Policy Amount: \$0.00
 - b. ALTA Loan Policy of Title Insurance
Proposed Insured: , its successors and/or assigns as their respective interests may appear.
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:

Jo Ellen A. Buffalino
5. The Land is described as follows:

PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOGETHER WITH ALL THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8 THAT LIES SOUTHEASTERLY OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE PENN-CENTRAL RAILROAD, ALL BEING IN TOWNSHIP 32 NORTH, RANGE 11 EAST, ALLEN COUNTY, INDIANA, ALL TOGETHER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 00 DEGREES 02 MINUTES 30 SECONDS EAST, ON AND ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8, BEING WITHIN THE RIGHT-OF-WAY OF MADDEN ROAD, A DISTANCE OF 1313.6 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 88 DEGREES 50 MINUTES WEST, ON AND ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8, ALSO BEING THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8, BEING ESTABLISHED BY AN EXISTING LINE FENCE AND

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MONUMENTS FOUND, A DISTANCE OF 660.2 FEET (RECORDED 40 RODS WHICH EQUALS 660 FEET) TO A RAIL POST FOUND; THENCE NORTH 00 DEGREES 02 MINUTES 30 SECONDS EAST, PARALLEL TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 148.9 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID PENN-CENTRAL RAILROAD; THENCE SOUTH 56 DEGREES 38 MINUTES WEST, ON AND ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 791.7 FEET TO A RAIL POST FOUND AT THE POINT OF INTERSECTION WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE SOUTH 00 DEGREES 04 MINUTES EAST, ON AND ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 1019.4 FEET TO AN IRON POST FOUND AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE SOUTH 89 DEGREES 05 MINUTES 13 SECONDS EAST, ON AND ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 1319.26 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING:

PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 32 NORTH, RANGE 11 EAST, ALLEN COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT A RAILROAD SPIKE FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 00 DEGREES 02 MINUTES 30 SECONDS EAST (DEED BEARING), ON AND ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 721.6 FEET TO A MAG NAIL AT THE POINT OF INTERSECTION WITH THE CENTERLINE OF AN OPEN DITCH, SAID POINT OF INTERSECTION BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 02 MINUTES 30 SECONDS EAST, ON AND ALONG SAID EAST LINE, BEING WITHIN THE RIGHT-OF-WAY OF MADDEN ROAD, A DISTANCE OF 592.0 FEET TO A RAILROAD SPIKE FOUND AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 88 DEGREES 50 MINUTES WEST, ON AND ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 718.0 FEET TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF SAID OPEN DITCH; THENCE SOUTH 02 DEGREES 29 MINUTES 10 SECONDS WEST, ON AND ALONG THE CENTERLINE OF SAID OPEN DITCH AND THE SOUTHERLY PROJECTION OF SAID CENTERLINE, A DISTANCE OF 473.83 FEET TO AN IRON PIN; THENCE SOUTH 72 DEGREES 15 MINUTES EAST, ON AND ALONG THE WESTERLY PROJECTION OF THE CENTERLINE OF SAID OPEN DITCH AND ON AND ALONG THE CENTERLINE OF SAID OPEN DITCH, A DISTANCE OF 56.36 FEET; THENCE SOUTH 85 DEGREES 40 MINUTES EAST, ON AND ALONG SAID CENTERLINE, A DISTANCE OF 40.0 FEET; THENCE SOUTH 84 DEGREES 33 MINUTES EAST, ON AND ALONG SAID CENTERLINE, A DISTANCE OF 170.0 FEET; THENCE SOUTH 79 DEGREES 54 MINUTES EAST, ON AND ALONG SAID CENTERLINE, A DISTANCE OF 105.0 FEET; THENCE SOUTH 78 DEGREES 05 MINUTES EAST, ON AND ALONG SAID CENTERLINE, A DISTANCE OF 380.0 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING:

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PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOGETHER WITH PART OF THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8, THAT LIES SOUTHEASTERLY OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE PENN-CENTRAL RAILROAD, ALL BEING IN TOWNSHIP 32 NORTH, RANGE 11 EAST, ALLEN COUNTY, INDIANA, AND ALL TOGETHER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT A RAILROAD SPIKE FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 89 DEGREES 05 MINUTES 13 SECONDS WEST (BEARINGS IN THIS DESCRIPTION ARE BASED ON A DEED BEARING OF NORTH 00 DEGREES 02 MINUTES 30 SECONDS EAST FOR THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8), ON AND ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 230.32 FEET TO AN IRON PIN AT THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 05 MINUTES 13 SECONDS WEST, ON AND ALONG SAID SOUTH LINE, A DISTANCE OF 1088.94 FEET TO AN IRON POST FOUND AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 0 DEGREES 03 MINUTES 45 SECONDS WEST, ON AND ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 1019.49 FEET TO A RAIL POST FOUND AT THE POINT OF INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF PENN CENTRAL RAILROAD; THENCE NORTH 56 DEGREES 38 MINUTES EAST, ON AND ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 791.7 FEET TO A POINT SITUATED NORTH 56 DEGREES 38 MINUTES EAST, A DISTANCE OF 50.0 FEET FROM AN IRON PIN; THENCE SOUTH 00 DEGREES 02 MINUTES 30 SECONDS WEST, PARALLEL TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 148.9 FEET TO A RAIL POST FOUND AT THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 88 DEGREES 50 MINUTES WEST, ON AND ALONG SAID SOUTH LINE, ALSO BEING THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 57.8 FEET TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF SAID OPEN DITCH; THENCE SOUTH 02 DEGREES 29 MINUTES 10 SECONDS WEST, ON AND ALONG THE CENTERLINE OF SAID OPEN DITCH AND THE SOUTHERLY PROJECTION OF SAID CENTERLINE, A DISTANCE 473.83 FEET TO AN IRON PIN; THENCE SOUTH 72 DEGREES 15 MINUTES EAST, ON AND ALONG THE WESTERLY PROJECTION OF THE CENTERLINE OF SAID OPEN DITCH AND ON AND ALONG THE CENTERLINE OF SAID OPEN DITCH, A DISTANCE OF 56.36 FEET; THENCE SOUTH 85 DEGREES 40 MINUTES EAST, ON AND ALONG SAID CENTERLINE, A DISTANCE OF 40.0 FEET; THENCE SOUTH 84 DEGREES 33 SECONDS EAST, ON AND ALONG SAID CENTERLINE, A DISTANCE OF 170.0 FEET; THENCE SOUTH 79 DEGREES 54 MINUTES EAST, AND ALONG SAID CENTERLINE, A DISTANCE OF 105.0 FEET; THENCE SOUTH 78 DEGREES 05 MINUTES EAST, ON AND ALONG SAID CENTERLINE, A DISTANCE OF 123.47 FEET TO A POINT SITUATED NORTH 78 DEGREES 05 MINUTES WEST, A DISTANCE OF 256.53 FEET FROM A MAG NAIL ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8, SAID POINT ALSO BEING SITUATED NORTH 01 DEGREES 30 MINUTES WEST, A DISTANCE OF 27.0 FEET FROM AN IRON PIN; THENCE SOUTH 01 DEGREES 30 MINUTES EAST, A DISTANCE OF 771.17 FEET TO THE TRUE POINT OF BEGINNING.

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15701-18-000008-IN

Authorized Countersignature:



By: Laura Ormsby
North American Title Company

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**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Warranty Deed executed by Fee Simple Title Holder vesting fee simple title to Proposed Insured, as shown in Schedule A.
6. State Form 46021 (R9/7-09) "DISCLOSURE OF SALES INFORMATION" must be completed by the Buyer and Seller and attached to the deed or other document transferring title before the document will be recorded by the County Recorder.
7. Mortgage executed by proposed Mortgagor to the proposed insured lender.
8. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
9. As per the purchase agreement, current taxes and/or drain assessments as shown in Schedule B-Section 2 are to be paid.
10. Mortgagors Affidavit(s) to be furnished.
11. Vendors Affidavit to be furnished.
12. Certificate signed by the Clerk-Treasurer of the Municipality stating there are no unpaid municipal assessments and/or special assessments on the insured real estate.

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

A Deed dated January 10, 2012 and recorded February 2, 2012 from Jo Ellen A. Buffalino Who took title as Jo Ellen A. Treace to Jo Ellen A. Buffalino as Instrument No. 2012007561.

NOTE: If an insured closing is completed by Chicago Title Insurance Company Short Form

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Policy/Policies will be issued at the time of closing.

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

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SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the report date and the date on which all of the Schedule B, Part I-Requirements are met.
3. Rights or claims of parties in possession not shown by the public records.
4. Easements, or claims of easements, not shown by the public records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
6. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the public records.
8. Property Taxes are as follows:

Tax Year: 2017
Due and Payable: 2018
May Installment: \$590.81 Unpaid
November Installment: \$590.81 Unpaid
Name of Taxpayer: Jo Ellen A. Buffalino
Land: \$53,100.00
Improvements: \$99,800.00
Exemptions: \$86,390.00 (Homestead/Supplemental/Over 65)
Taxing Unit: 44 - Eel River
Tax Identification No.: 02-01-08-100-005.000-044

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Description: Sw1/4 Nw1/4 & Tri Tr W1/2 Nw1/4 Nw1/4 S Of Rr Ex Pt To Rd Sec 8 Ex Trs

9. Taxes for the year 2018 are a lien, due in 2019, but are not yet due and payable.
10. Added improvements in place as of January 1, 2018 are subject to assessment which could increase the tax amounts due in 2019, in such cases, the Town or Township assessor should be contacted relative to possible new assessment amounts.
11. The real estate tax information set forth above is all that is currently available in the County Tax computer. Recent computer program changes may have rendered incomplete or inaccurate the available data. THIS INFORMATION MAY NOT BE SUFFICIENT FOR THE PURPOSE OF ESTABLISHING A PROPER REAL ESTATE TAX ESCROW. Neither the Company nor its agent, assume or accept any responsibility for loss, damage, cost or expense due to, or arising out of the unavailability of accurate tax information.
12. The Company assumes no liability for increases in the amount of real estate taxes as shown above, and any civil penalties, as a result of retroactive revaluation of the land and improvements, changes in the usage of the land or the loss of any exemption or deduction applicable to the land insured herein.
13. Easement to Whitley County Rural Electric Membership Corporation recorded January 27, 1938 in Miscellaneous Record 99 Page 478 of the Allen County Records.
14. Subject to easement as set forth in Warranty Deed recorded January 17, 2003 as Instrument No. 203006164 of the Allen County Records.
15. Pursuant to IC36-9-27-33 of County Drainage Board (and any amendments thereto) or any legal representative thereof is granted the right of entry over and along lands lying within 75 feet of any regulated drain, said 75 feet being measured at right angles from the existing bank of each and any open drains.
16. Rights of the public, the State of Indiana, the County of Allen and the municipality in and to that part of the land taken or used for road purposes.
17. Rights of way for drainage tiles, feeders and laterals, if any.
18. The acreage indicated in the legal description is solely for the purpose of identifying the said tract of land and should not be construed as insuring the quantity of land.
19. The address shown on Schedule A, is solely for the purpose of identifying said tract and should not be construed as insuring the address shown in the description of the land.
20. Any map/plat furnished is being done so as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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NOTE: Chicago Title Insurance Company has not conducted a state court judgment search against the purchaser, as any state court judgment against the purchaser is subordinate to the insured mortgage herein pursuant to Indiana Code 32-29-1-4 which states: PURCHASE MONEY MORTGAGE Sec. 4. A Mortgage granted by a purchaser to secure purchase money has priority over a prior judgment against the Purchaser.

NOTE: Any exception contained herein omits any covenant or restriction, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

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