# ALTA COMMITMENT FOR TITLE INSURANCE
# SCHEDULE A

ISSUED BY

## Chicago Title Insurance Company

***Transaction Identification Data for reference only:***

| | |
|---|---|
| Issuing Agent: | White County Abstract & Title Co. |
| Issuing Office: | 111 W. Broadway, P.O. Box 653, Monticello, IN 47960 |
| Issuing Office's ALTA® Registry ID: | |
| Loan ID Number: | |
| Commitment Number: | 201-22 |
| Issuing Office File Number: | 201-22 |
| Property Address: | 5271 Norwy Rd., Monticello, IN 47960 |
| Revision Number: | |

1. **Commitment Date:** March 27, 2020 at 8:00 A.M.

2. **Policy to be issued:** **Proposed Policy Amount**

   (a) 2006 ALTA Owner's Policy Standard $100,000.00

   Proposed Insured: Robert J. Napleton

   (b) 2006 ALTA Loan Policy

   Proposed Insured:

3. **The estate or interest in the Land described or referred to in this Commitment is:**

   Fee Simple

4. **The Title is, at the Commitment Date, vested in:**

   Robert J. Napleton

5. **The Land is described as follows:**

   Part of the real estate conveyed to White County, Indiana in Deed Record 101, Page 380 (4-1-1907), being part of the Southwest Quarter of Section 16, Township 27 North, Range 3 West, Union Township, White County, Indiana, more particularly described as follows: Commencing at the Southwest corner of the Southwest Quarter, being marked by a railroad spike; Thence South 89°05'00" East, along the South line of the Southwest Quarter and approximate centerline of Norway Road, a distance of 978.00 feet to the Point of Beginning of this description being marked by a railroad spike; Thence North 00°10'00" East, a distance of 612.00 feet to the Southeast corner of Lot 12 in Highland Cove Subdivision recorded in Plat Cabinet 1, Slide 109 and being marked by an iron pipe; Thence North 26°17'00" East, along the East line of Lot 12, a distance of 196.70 feet to the Northeast corner of Lot 12 being marked by a 5/8 inch diameter rebar with a plastic cap stamped "RWG 880043" and hereafter referred to as a standard monument; Thence North 72°00'00" West, along the North line of Lot 12, a distance of 22.60 feet to the property line of SFLECC as recorded in Instrument Number 95-06-2200, Page 64; Thence the next seven (7) courses along the SFLECC property line: 1) North 22°00'00" East, a distance of 257.04 feet; 2) North 56°00'00" East, a distance of 186.00 feet; 3) South 45°30'00" East, a distance of 198.00 feet to a standard monument; 4) South 54°15'00" East, a distance of 291.00 feet to a standard monument; 5) South 23°00'00" West, a distance of 110.00 feet to a standard monument; 6) North 85°30'00" East, a distance of 27.00 feet to a standard monument; 7) North 53°00'00" East, a distance of 60.80 feet to the Northwest corner of Lot 14 in Beechview Subdivision recorded in Plat Cabinet 1, Slide 101, being marked by a standard monument; Thence South 14°24'21" West, along the West line of Lots 14 and 15 in Beechview Subdivision, a distance of 310.08 feet to an iron pipe; Thence South 00°05'45" West, along the West line of Lots 15, 16 and 17 in Beechview Subdivision, a distance of 476.40 feet to the South line of the Southwest Quarter and approximate

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centerline of Norway Road, being marked by a railroad spike; Thence North 89°05'00" West, along the South line of the Southwest Quarter and approximate centerline of Norway Road, a distance of 649.91 feet to the Point of Beginning, containing 14.803 Acres, more or less.

**Chicago Title Insurance Company**

Authorized Countersignature

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# ALTA COMMITMENT FOR TITLE INSURANCE
# SCHEDULE B PART I

ISSUED BY

## Chicago Title Insurance Company

**Requirements**

File No.: 201-22

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. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly files for record.

6. Pay the full consideration to, or for the account of, the grantors or mortgagors.

7. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.

8. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to prefect a lien for labor material.

9. Warranty Deed from Robert J. Napleton to Grantee, vesting fee simple title.

10. NOTE: Indiana law requires a sales disclosure form, pursuant to IC 6-1.1-5.5 to be completed when a conveyance document is filed with the county auditor. The county auditor may not accept a conveyance if (1) the sales disclosure form is not included with the conveyance document; or (2) the sales disclosure form is incomplete.

11. Effective July 1, 2006 any documents requiring a preparation statement which are executed or acknowledged in Indiana must contain the following affirmation statement as required by IC 36-2-11-15: "I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. [Sign, Print or Type Name]. Said statement must be located at the conclusion of the instrument and below the name of the person who prepared the instrument.

12. NOTE: Effective July 1, 2009, HEA 1374 (enacting Indiana Code 27-7-3.7) requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of $10,000. or more must be in the form of an irrevocable wire transfer. Funds received from any party in an amount less than $10,000. may be in the form of irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent, or check drawn on the trust account of a licensed real estate broker. Personal checks may be accepted, provided the amount does not exceed $500.

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# ALTA COMMITMENT FOR TITLE INSURANCE
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### Requirements

13. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

14. Standard form of indemnity (GAP Indemnity) for defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date but prior to the date of recording of the instrument under which the Proposed Insured acquires the estate or interest or mortgage covered by this commitment must be provided. Note: Due to office closures related to COVID-19 we may be temporarily unable to record documents in the normal course of business.



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# ALTA COMMITMENT FOR TITLE INSURANCE
# SCHEDULE B PART II

ISSUED BY

## Chicago Title Insurance Company

### Exceptions

File No.: 201-22

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. Rights or claims of parties in possession not shown by the public records.

3. Easements, or claims of easements, not shown by the public records.

4. Any, encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

6. Taxes or special assessments which are not shown as existing liens by the public records.

7. Taxes for the year 2019 payable 2020 are now assessed in the name of Napleton, Robert J.
   County Parcel No.: 014-38780-02 State Parcel No: 91-73-16-000-030.502-020
   Taxing District: Union Township
   Brief Legal: Pt SW 16-27-3 14.803A
   Assessed Valuation: Land: $477,300.
   Improvements: $0.00
   Exemptions: Mortgage: $0.00
   Homestead: $0.00
   Homestead Supplemental: $0.00
   May 11, 2020 Installment: $2,750.68 NOT PAID
   November 10, 2020 Installment: $2,750.68 NOT PAID

   Taxes for the year 2020 payable in the year 2021 are now a lien but which are not currently due and payable.

   NOTE: The real estate tax and special assessment information set out above was taken from the White County Treasurer's computer system on the date searched. This information, while believed to be accurate, at this time is subject to change without notice. Neither the Company nor its agent assumes or accepts any responsibility for loss, damage, cost or expense due to any change in the information reflected above. This Commitment and/or Policy does not insure the accuracy of the tax and special assessment information.

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# SCHEDULE B PART II

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## Chicago Title Insurance Company

### Exceptions

8. Easement as shown in Warranty Deed from the Board of County Commissioners of the County of White, State of Indiana to O. Wendell Macy, Alvin L. Taylor, Melvin C. Hubbard, Wilbur C. Voigt, William L. Altherr and Russell L. Hornback, dated June 23, 1966 and recorded June 23, 1966 at 10:10 A.M. in Deed Record 217, Page(s) 409 in the Office of the Recorder of White County, Indiana.

9. The Survey prepared by Robert Wm. Gross, Registered Land Surveyor No. 880043 dated January 11, 2010, shows that the water well servicing the property lies on adjoining ground owned by the SFLECC.

10. Any adverse claim relative to Lake Shafer based upon:
    a. The land described in Schedule A or any part thereof is now or at any time has been below the ordinary low water mark of Lake Shafer, or
    b. Some portion of said land has been created by artificial means or has accreted to such portion so created, or
    c. Some portion of said land has been brought within the boundary thereof by an avulsive movement, or has been formed by accretion to any such portion.

11. Such rights and easements for navigation, commerce or recreation which may exist over that portion of said land lying beneath the waters thereof.

12. Rights of upper and lower riparian owners with respect to the waters thereof.

13. Possible outstanding ownership, or rights of use or both, in that part of the land, if any, extending beyond the Northern Indiana Public Service Company/SFLECC line.

14. The acreage in the legal description of the subject real estate is solely for the purpose of identifying the insured land and should not be construed as insuring the quantity of land as set forth in said description.

15. Rights of the public, the State of Indiana, and County of White and the municipality, and others entitled thereto, in and to that part of the land taken or used for road purposes.

16. Rights of way for drainage tiles, ditches, feeders, and laterals, if any.

17. Liens, if any, on the growing crops on the land.

18. Subject to tenants rights, if any.

19. Subject to the Right-of-Way of Norway Road.

20. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all right, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interest. There may be leases, grants, exceptions or reservations of interest that are not listed.



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## Chicago Title Insurance Company

### Exceptions

21. Subject to the terms and conditions of the Subdivision Ordinance of White County, Indiana, as recorded May 19, 1988 in Miscellaneous Record 1988, Pages 439-485 in the White County Recorder's Office and the Zoning Ordinance and Subdivision Control Ordinance effective August 4, 2008. This Commitment and Policy does not insure compliance with these Ordinances.

22. Judgment search for 10 years past has been made vs. Robert J. Napleton and none found.

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Received for Record
this 23 day of June 1966
at 16:00 o'clock P. M., and
Recorded in Record 217 Page 409
Mildred Olsen
RECORDER WHITE CO.

448

WARRANTY DEED

WHEREAS, the board of county commissioners of the county of White, state of Indiana, on the 4th day of April , 1966, ordered the sale of the real estate hereinafter described at public auction, which order was duly entered upon the records of said board; and

WHEREAS, after 36 days' notice of the time and place published in the Monticello Daily Herald Journal, a newspaper of general circulation in this county and by posting up a notice thereof at the court house of said county, said real estate was sold to O. Wendell Macy, Alvin L. Taylor, Melvin C. Hubbard, Wilbur C. Voigt, William L. Altherr and Russell L. Hornback, for Forty-two Thousand ($42,000.00) Dollars, at public auction, they being the highest bidders thereof; and

WHEREAS, said O. Wendell Macy, Alvin L. Taylor, Melvin C. Hubbard, Wilbur C. Voigt, William L. Altherr and Russell L. Hornback have in all things complied with the terms of the said order and notice for the sale of said property; now

THEREFORE, KNOW ALL MEN BY THESE PRESENTS, in consideration of the said sum of Forty-two Thousand ($42,000.00) Dollars, the said board of commissioners as a board do hereby convey in fee simple and warranty to said O. Wendell Macy, Alvin L. Taylor, Melvin C. Hubbard, Wilbur C. Voigt, William L. Altherr and Russell L. Hornback all the right, title and interest of said county in and to said real estate, to-wit:

TRACT NUMBER THREE (3) of the County Farm property described as follows: A tract of land out of Lot Number Fourteen (14) of the Subdivision of Section Sixteen (16), Township Twenty Seven (27) North, Range Three (3) West in Union Township, White County, Indiana, and described more fully as follows: Beginning at a point which is South Zero Degrees and Ten Minutes West (S0°10'W) One Thousand Three Hundred Thirty One and Four Tenths (1331.4) Feet and South Eighty Nine Degrees and Five Minutes East (S89°5'E) One Thousand Six Hundred Twenty Eight and Three Tenths (1628.3) Feet from the Northwest corner of the South Half (½) of the Southwest Quarter (¼) of the above said Section Sixteen (16) and running thence South Eighty Nine Degrees and Five Minutes East (S89°5'E) Eight Hundred Fourteen and Nine Tenths (814.9) Feet along the centerline of a County Road; thence North Zero Degrees and Ten Minutes East (N0°10'E) Three Hundred Sixty and Two Tenths (360.2) Feet; thence along the Indiana Hydro-Electric Power Company Line North Fifty Three Degrees West (N53°W) One Hundred and Forty Four (144) Feet, North Fifty Eight Degrees and Fifteen Minutes West (N58°15'W) Four Hundred and Sixty Five (465) Feet, North Sixty Degrees and Thirty Minutes West (N60°30'W) Two Hundred Thirty Five (235) Feet and South Fifty Three Degrees West (S53°W) Twenty Nine and Two Tenths (29.2) Feet; thence South Fourteen Degrees and Ten Minutes

West (S14°10'W) Three Hundred Eleven and Two Tenths (311.2) Feet; thence South Zero Degrees and Ten Minutes West (S0°10'W) Four Hundred and Seventy Five (475) Feet to the point of beginning, containing Eleven and Twenty Hundredths (11.20) Acres, more or less, out of the South Half (½) of the Southwest Quarter (¼) of the above said Section Sixteen (16).

The above described tract of land being subject to an Easement of Northern Indiana Public Service Company. Said Easement being One Hundred (100) Feet wide, Fifty (50) Feet of even width on either side of the following described line:

Beginning at a point which is South Zero Degrees and Ten Minutes West (S0°10'W) One Thousand Three Hundred Thirty One and Four Tenths (1331.4) Feet and South Eighty Nine Degrees and Five Minutes East (S89°5'E) One Thousand Six Hundred and Thirty Three and Six Tenths (1633.6) Feet from the Northwest Corner of the South Half (½) of the Southwest Quarter (¼) of the above said Section Sixteen (16) and running thence North Forty Two Degrees and Fifty Five Minutes East (N42°55'E) Seven Hundred Forty Nine and One Tenth (749.1) Feet.

This conveyance is made subject to the drainage rights of adjoining landowners, all highways and easements of record, and free and clear of all liens and encumbrances, save and except the 1967 county taxes payable in the year 1968.

IN WITNESS WHEREOF, the members of said board of commissioners have hereunto set their hands and seals, this 23 day of June, 1966.

WHITE COUNTY BOARD OF COMMISSIONERS

Dean G. Miller (SEAL)
Dean G. Miller, President

Harold T. Alkire (SEAL)
Harold T. Alkire, Member

Thomas E. Carter (SEAL)
Thomas E. Carter, Member

Prepared by Lewis D. Dellinger
Attorney at law

STATE OF INDIANA )
) SS:
COUNTY OF WHITE )

Duly entered for taxation.
..... 19..
..... Auditor
Auditor's fee $.....

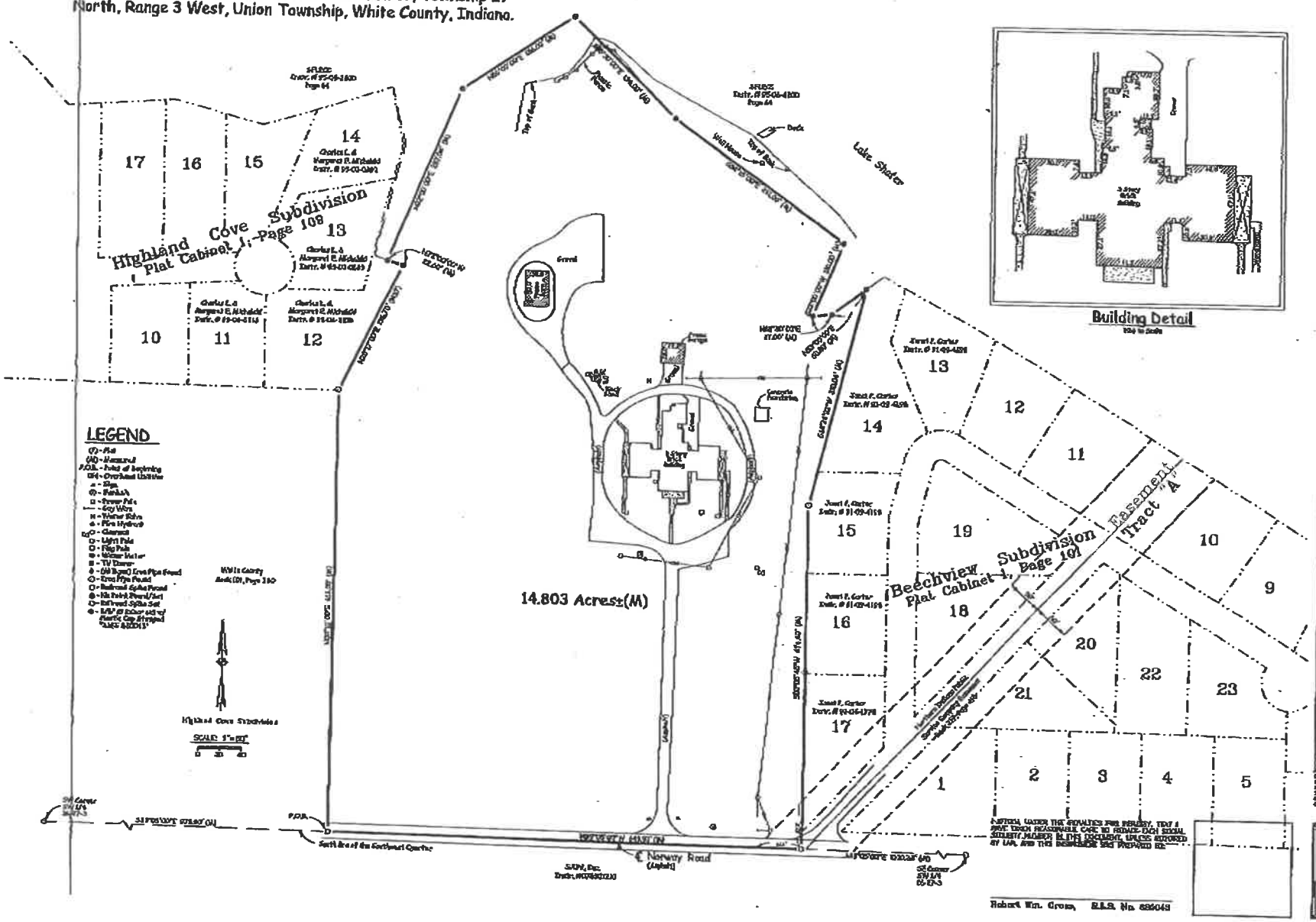
Personally appeared before me at my office, auditor of the county of White, state of Indiana, the above named Dean G. Miller, Harold T. Alkire, and Thomas E. Carter, and acknowledged the execution of the above and foregoing deed of conveyance.

IN TESTIMONY WHEREOF, I hereunto set my hand and the seal of my office this 23 day of June, 1966.

Clyde Bridge
Auditor of the county of White, state of Indiana.

# ALTA/ACSM LAND TITLE SURVEY

Lot Number 14 of the Subdivision of Section 16, Township 27 North, Range 3 West, Union Township, White County, Indiana.




Robert Wm. Gross, R.L.S. No. 880049

R. W. GROSS & ASSOCIATES, INC.

420 COLUMBIA STREET, SUITE 100
LAFAYETTE, INDIANA 47901-1200
PHONE: (765) 742-0101
FAX: (765) 742-7223

138 SOUTH MAIN STREET
MONTICELLO, INDIANA 47960-2357
PHONE: (574) 583-0800
FAX: (574) 583-0806

ALTA/ACSM LAND TITLE SURVEY

Date: August 11, 2003
By: R. Parker
Scale: 1"=80'
Job Number: 03-112-G-073