



CHICAGO TITLE  
INSURANCE COMPANY

**Transaction Identification Data for reference only:**

Issuing Agent: Book Title Company, Inc.  
Issuing Office: 207 Hoosier Drive, Ste. 1, Angola, IN 46703  
Issuing Office's ALTA® Registry ID: 1213076  
Loan ID No.:  
Commitment No.: 2022-0085-1  
Issuing Office File No.: 2022-0085  
Property Address: 2790 S 800 E, Angola, IN 46703

**SCHEDULE A**

1. Commitment Date: September 1, 2022 at 08:00 AM
2. Policy to be issued:
  - (a) ALTA Owners Policy (06/17/06)  
Proposed Insured: T.B.D.  
Proposed Policy Amount: TBD
  - (b) ALTA Loan Policy (06/17/06)  
Proposed Insured: T.B.D., its successors and/or assigns as their respective interests may appear.  
Proposed Policy Amount: TBD
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:  
  
Kimberly S. Ehleiter, an adult
5. The Land is described as follows:

The land referred to is situated in the State of Indiana, County of Steuben, and is described as follows:  
Part of the Southwest Quarter of Section 5, Township 36 North, Range 15 East, Steuben County, Indiana  
more particularly described as follows:

Beginning at a PK nail found at the Southwest Corner of said Section; thence North 00 degrees 21 minutes 01 second West, along the West Line of said Section 1,328.10 feet to a found PK nail; thence North 89 degrees 42 minutes 21 seconds East 1,328.65 feet to a set iron pin (Moody & Associates, Inc.); thence South 00 degrees 35 minutes 45 seconds East 1,329.44 feet along an existing fence line, to the South Line of said Section; thence South 89 degrees 45 minutes 45 seconds West, along South Line 1,334.35 feet to the Point of Beginning, containing 40.62 acres, and subject to all easements and rights of way of record.

*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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## SCHEDULE A

(Continued)

Date: September 15, 2022

Book Title Company, Inc.



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Jennifer K. Book, President

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INSURANCE COMPANY

## 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.

Warranty Deed from Kimberly S. Ehleiter, an adult to T.B.D..

Mortgage from T.B.D. to T.B.D., securing the principal amount of \$0.00.

5. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements and exceptions.
6. **NOTE: 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 retractive 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.**
7. NOTE: 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 availability of accurate tax information.
8. 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 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, locate of easements, acreage or other matters shown thereon.
9. NOTE: Any exception contained herein omits any covenant or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability,

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## SCHEDULE B

(Continued)

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.

10. Notice: The title company/closing agent may not file real estate tax exemptions with the Steuben County Auditor's Office. It is the responsibility of the property owner. The title company/closing agent assumes no financial responsibility as to unfiled or misfiled exemptions.
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 I.C. 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}
12. Vendors, (Sellers), Closing Affidavit to be furnished to this office.
13. NOTE: Compliance with I.C. 6-1.1-5.5-1 et seq., and as amended, which provides for the filing of a Sales Disclosure Form, which must accompany the required conveyance, may be required in order to make said conveyance eligible for recordation.
14. 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 \$10,000.00 or more must be in the form of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000.00 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 \$500.00.
15. Mortgagors Affidavit to be furnished to this office.
16. The Company may make other requirements or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.

### 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 Record or is created, attaches, or is disclosed between the Commitment Date and the date in which all of the Schedule B, Part I—Requirements are met.

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## SCHEDULE B

(Continued)

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. All assessments and taxes due in, and thereafter. Taxes for 2021, due and payable in the year 2022:  
  
Parcel #76-09-05-000-017.010-013  
Brief Legal Description: SW1/4 SW1/4 Sec 5 (40.62 ac)  
Land Value: \$66,700.00  
Improvements: \$176,400.00  
Exemptions: Mortgage - \$3,000    Homestead-Supplemental - \$39,480    Homestead - \$45,000  
Richland Twp 1st Installment:                    \$924.60 - PAID  
Richland Twp 2nd Installment:                    \$924.60 - UNPAID  
Garrett-Waller 1st Installment:                    \$50.78 - PAID  
Garrett-Waller 2nd Installment:                    \$50.77 - UNPAID
8. Taxes for 2022, due and payable in the year 2023, which became a lien on January 1, 2022, and which are not yet due and payable.
9. The acreage in the legal description is shown for convenience only and should not be construed as insuring the quantity of land set forth in said description.
10. Easements or claims of easements not recorded in the public records.
11. Rights or claims of parties in possession and easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments, and any matters not of record which would be disclosed by an accurate survey and inspection of the land.
12. Rights of others to use that portion of the subject real estate which lies within the right-of-way of public roads and/or highways.
13. Any governmental limitations or regulations respecting access to abutting roads, streets, or highways.
14. Possible rights of tile and/or drainage ditches.
15. Mortgage executed by Kimberly S. Ehleiter to First Federal Savings Bank of Angola, in an amount not to exceed \$[REDACTED], dated February 18, 2021 and recorded February 24, 2021 as Instrument #21020612

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## SCHEDULE B

(Continued)

in the Office of the Recorder of Steuben County, Indiana.

16. A Judgment search has been made against Kimberly S. Ehleiter, for the past Ten (10) years and NONE FOUND.

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