



**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
COMMONWEALTH LAND 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, Commonwealth Land Title Insurance Company, a Florida 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 days 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.
- (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.

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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.
 - (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

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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 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 Proposed Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

Countersigned:

Jamie McKenzie

Jamie McKenzie
Assurance Title Company, LLC
102 E Main St.
Albion, IN 46701

COMMONWEALTH LAND TITLE INSURA

By: *Michael J. Nolan*
Michael J. Nolan
President

ATTEST: *Marjorie Nemzura*
Marjorie Nemzura
Secretary

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ALTA Commitment for Title Insurance 8-1-16

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Transaction Identification Data for reference only:

Issuing Agent: Assurance Title Company, LLC
Issuing Office: 102 E Main St., Albion, IN 46701
ALTA® Universal ID: 1125584
Loan ID Number:
Issuing Office File Number: 23-672
Commitment Number: 23-672
Revision Number:
Property Address: 130 Sylvan Pt, Rome City, IN 46784

SCHEDULE A

1. Commitment Date: 03/15/2023 at 8:00 AM

2. Policy to be issued:

(a) 2006 ALTA® Owner's Policy \$1.00

PROPOSED INSURED: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below**

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:

Kelly L. Morris and Leigh A. Pranger, Co-Successor Trustees of Dennis J. Hogan Revocable Living Trust

5. The Land is described as follows:

Property description set forth in "Exhibit A" attached hereto and made a part hereof.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By: Jamie McKenzie
Jamie McKenzie, License #: 3388018
Authorized Signatory

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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. If Assurance Title 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.
6. Any conveyance or mortgage by the Trustee of the trust under which title is held must be accompanied by evidence of the continued existence of the trust, the identity of the Trustee and evidence of authority with respect to the contemplated transaction.
7. Duly authorized and executed Deed from Kelly L. Morris and Leigh A. Pranger, Co-Successor Trustees of Dennis J. Hogan Revocable Living Trust, to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below, to be executed and recorded at closing.
8. NOTE: Disclosure of Sales Information form(s) prescribed by the State Board of Tax Commissioners pursuant to IC 6-1.1-5.5 must be filed with the Auditor's Office. Strict compliance must be followed using the most recent version of the Indiana Sales Disclosure. (1)
9. Vendors, (Sellers), Closing Affidavit to be furnished this office.
10. 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.

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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. 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.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance or other matter affecting the Land that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on adjoining land.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Taxes for 2022 payable 2023
Parcel No. 005-100675-00
Tax Unit of Rome City
State ID No. 57-04-16-100-374.000-011
May 10 \$2,041.48 NOT PAID
November 10 \$2,041.48 NOT PAID
Assessed Valuation: Land \$150,200 Improvements \$345,200
Exemptions \$45,000-H/\$157,640-Supp
8. Annual assessment of \$189.74 for maintenance of Rome City Conservancy 2023,
May 10 \$94.87 NOT PAID, November 10 \$94.87 NOT PAID.
9. Taxes for 2023 due and payable 2024, and subsequent taxes.
10. 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.

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11. 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.
12. 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.
13. Any and all liens, assessments, impact fees and zoning ordinances, now carried on the municipal records of the Town of Rome City, Indiana.
14. Right of way for drainage tiles, feeders and laterals, if any.
15. Rights of the public, State of Indiana, County of Noble and the municipality in and to that part of the premises taken or used for road purposes.
16. Any governmental limitations or regulations respecting access to abutting roads, streets or highways.
17. Covenants, conditions and restrictions as shown in a certain Deed from Floyd Worman and Ethel Worman, husband and wife to Orrin D. Campbell and Marvel E. Campbell, dated December 5, 1944, recorded January 16, 1945, as Instrument No. Deed Record 124 page 12, in the Office of the Recorder of Noble County, Indiana.

NOTE: This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. Section 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.

18. Rights of Ingress and Egress in favor of owners of land located to the East of the proposed insured real estate over and across the 50 foot Right of Way for Lake Drive as the location of said Right of Way is disclosed on the preliminary Plat of Bliss Point prepared by Arvill B. Brown, R.P.L.S. NO. 10456, revised and resubmitted May 7, 2002.
19. Provisions and conditions contained in a deed dated October 8, 1959, from Penndel Company to Sylvan Lake Marine, Inc., recorded in Deed Record 141, pages 154, in the Recorder's Office of Noble County, Indiana.
20. Easements, if any, for utilities existing within the boundaries of the vacated drive.
21. This commitment has been issued without a judgment search being made against the name insured.

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EXHIBIT A
Property Description

Issuing Office File No.: 23-672

Lot Number One (1) Worman's Point, Sylvan Lake, Noble County, Indiana.

ALSO: A part of the 30.0 foot right-of-way of Lake Drive in the Plat of Worman's Point as recorded in Plat Book 2, page 129 in the records of Noble County, Indiana described as follows:

Commencing at the Southeast corner of Lot 1 in said Worman's Point and running thence South 26 degrees 7 minutes 39 seconds West on an extension of the lot line between Lots 1 and 2 in said Plat of Worman's Point 8.07 feet; thence North 73 degrees 30 minutes 4 seconds West 29.92 feet to the West line of said platted Lake Drive; thence North 2 degrees 11 seconds West along the West line of said Lake Drive in said Plat of Worman's Point 16.8 feet to the Southwest corner of said Lot 1 in Worman's Point; thence South 61 degrees 15 minutes East along the South line of said Lot 1 a distance of 37.5 feet to the Southeast corner of said Lot 1 in Worman's Point and the point of beginning and containing 0.009 acres more or less.

ALSO: A tract of land located in the Northeast Quarter of Section 16, Township 35 North, Range 10 East, in Noble County, the State of Indiana, more fully described as follows:

Commencing at a Cast Iron Marker located in the Northwest Corner of said Northeast Quarter; thence S 00° 22' 17" E along the West side of said Northeast Quarter for 97.50 feet to the North right-of-way line of Lake Drive; thence N 89° 53' 13" E along the North right-of-way line of said Lake Drive for 135.09 feet; thence S 61° 58' 51" E along the North right-of-way line of said Lake Drive for 56.84 feet; thence S 68° 59' 19" E along the North line of said Lake Drive for 149.96 feet to a Rebar Stake, THE TRUE POINT OF BEGINNING; thence N 16° 06' 33" E for 150.54 feet to a Post located in the Northwest Corner of Lot #1 in Worman's Point as recorded in Noble County Plat Book 2, page 129, dated July 12, 1944; thence S 00° 42' 02" W along the West line of said Lot #1, and line extended, for 159.94 feet to the North right-of-way line of Lake Drive; thence N 68° 59' 19" W along said North right-of-way line for 42.65 feet to the point of beginning, said tract containing 0.073 acres, more or less, and being subject to all public road rights-of-way and to all easements of record, including drainage and utility easements as shown on the Plat. A survey of said tract being represented by Plat of Survey #35-10-16-65 as prepared by Brown Consulting Engineers, Inc., 940 W. North St., Kendallville, IN. There are no apparent encroachments affecting said tract of land other than those noted. Said tract of land does not lie within a flood hazard area as defined by the Dept. of HUD-FEMA Flood Hazard Boundary Maps, Community Panel #1803850001B dated 10/15/82.

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CHAIN OF TITLE

The only conveyances affecting said land, constituting a twenty-four (24) month chain of title, are as follows:

1. Dennis J. Hogan to Dennis J. Hogan Revocable Living Trust, Dennis J. Hogan, Trustee by deed dated 09/13/2011 and recorded on 09/21/2011 as Instrument Number 110900420 in the Official Records of the Noble County Recorder.

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