

**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Fidelity National Title Company, LLC 108 W. Main Street Warsaw, IN 46580 Main Phone: (574)268-0065	Fidelity National Title Company, LLC 108 W. Main Street Warsaw, IN 46580 Main Phone: (574)268-0065 Main Fax: (574)268-0095

**Order Number: 702300715**

**Property Address:** Vacant Land N SR 15, Warsaw, IN 46582

## SCHEDULE A

1. Commitment Date: August 21, 2023 at 08:00 AM

2. Policy to be issued:

(a) ALTA Owner's Policy 2021

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below

Proposed Amount of Insurance: \$10,000.00

The estate or interest to be insured: Fee Simple

(b) ALTA Loan Policy 2021

Proposed Insured: Lender with contractual obligations under a loan agreement with the proposed insured owner identified in Item 2 above, its successors and/or assigns as their respective interests may appear

Proposed Amount of Insurance: \$10,000.00

The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

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

Rebecca L. Weaver, as Trustee, or her successors in trust, of the Rebecca Weaver Trust dated November 5, 2019

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

## END OF SCHEDULE A

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**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 43-07-29-400-734.000-016**

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A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 33 NORTH, RANGE 6 EAST, IN KOSCIUSKO COUNTY, INDIANA, MORE ACCURATELY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHERE THE NORTH LINE OF SAID SECTION 29 INTERSECTS THE EAST RIGHT-OF-WAY LINE OF INDIANA STATE ROAD 15; THENCE SOUTH 1 DEGREE 14 MINUTES WEST 260.2 FEET TO AN IRON PIPE MARKING THE NORTH WEST CORNER OF LOT 1 IN RIVER BEND ADDITION; THENCE SOUTH 5 DEGREES 20 MINUTES EAST 202.8 FEET TO A POINT; THENCE SOUTH 9 DEGREES 42 MINUTES EAST 29.4 FEET TO AN IRON PIPE MARKING THE PRINCIPAL PLACE OF BEGINNING; THENCE NORTH 70 DEGREES 15 MINUTES EAST 96 FEET ALONG THE SOUTH LINE OF CLEARWATER DRIVE TO AN IRON PIPE; THENCE SOUTH 1 DEGREE 30 MINUTES WEST 60 FEET TO AN IRON PIPE; THENCE SOUTH 18 DEGREES 11 MINUTES EAST 59 FEET TO AN IRON PIPE; THENCE SOUTH 50 DEGREES 53 MINUTES EAST 76 FEET TO AN IRON PIPE; THENCE SOUTH 77 DEGREES 18 MINUTES EAST 93 FEET TO AN IRON PIPE; THENCE SOUTH 84 DEGREES 20 MINUTES EAST 126 FEET TO AN IRON PIPE; THENCE SOUTH 2 DEGREES 56 MINUTES WEST 50 FEET, MORE OR LESS, TO THE CENTERLINE OF THE TIPPECANOE RIVER; THENCE SOUTHWESTERLY 369.6 FEET, MORE OR LESS, ALONG SAID CENTERLINE TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF INDIANA STATE ROAD 15; THENCE NORTHWESTERLY 443.4 FEET ALONG SAID EAST LINE TO THE PRINCIPAL PLACE OF BEGINNING.

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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. 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.
6. In the event any document is to be notarized using remote online notary, the following requirements apply:
  - A. Confirmation prior to closing that the County Records Office of Kosciusko, Indiana will accept and approve authorized electronic recording of electronically signed and notarized instruments in the form and format being used.
  - B. Electronic recordation in the Records Office of Kosciusko of the documents required herein to create the insured estates or interests.
  - C. Execution of instruments in accordance with Indiana law.
  - D. Acknowledgment of the documents required herein to create the insured estates or interests by a notary public properly commissioned as an online notary public by the Indiana Secretary of State with the ability to perform electronic and online notarial acts under IC 33-42-17.
7. Furnish for recordation a deed as set forth below:

Type of deed: Trustees Deed  
Grantor(s): Fee Simple Title Holder as shown on Schedule A  
Grantee(s): Proposed Insured as shown on Schedule A
8. 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.

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**SCHEDULE B, PART I  
REQUIREMENTS**  
(continued)

9. 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 Auditors Office. Strict compliance must be followed using the most recent version of the Indiana Sales Disclosure.
10. Mortgage executed by proposed Mortgagor to the proposed insured lender.
11. 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.
12. As per the purchase agreement, current taxes and/or drain assessments as shown in Schedule B-Section 2 are to be paid.
13. The Company should be furnished a Vendors Affidavit.
14. Furnish evidence that all assessments which are due the owners' association and/or master association, if any, have been paid in full and are current.
15. Furnish proof that any outstanding municipal and/or county tax assessments which are due have been paid current.

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

A Deed dated November 5, 2019 and recorded January 13, 2020 from Rebecca L. Weaver to Rebecca L. Weaver, as Trustee, or her successors in trust, of the Rebecca Weaver Trust dated November 5, 2019 as Instrument No. 2020010463.

NOTE: If an insured closing is completed by Fidelity National Title Insurance Company Short Form Policy/Policies will be issued at the time of closing.

NOTE: If Fidelity National 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.

**END OF SCHEDULE B, PART I**

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**SCHEDULE B, PART II  
EXCEPTIONS**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions 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 report 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. Property Taxes are as follows:  
  
Tax Year: 2022  
Due and Payable: 2023  
May Installment: \$85.23 Paid  
November Installment: \$85.23 Unpaid  
Name of Taxpayer: Weaver, Rebecca Trust Rebecca L. Weaver Trustee  
Land: \$14,600.00  
Improvements: \$0.00  
Exemptions: \$0.00  
Tax Identification No.: 029-706004-22, State Tax ID No.: 43-07-29-400-734.000-016, Key No.: 029-114-005.C  
Description: Tr NE NW 29-33-6 2.31 A
8. Taxes for the year 2023 are a lien, due in 2024, but are not yet due and payable.
9. Added improvements in place as of January 1, 2023 are subject to assessment which could increase the tax amounts due in 2024, in such cases, the Town or Township assessor should be contacted relative to possible new assessment amounts.

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**SCHEDULE B, PART II  
EXCEPTIONS**

(continued)

10. 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.
11. 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.
12. Terms and provisions of the trust under which title is held.
13. Any adverse claim relative to Tippecanoe River and the lake/pond based upon the assertion that:
- a. The Land or any part thereof is now or at any time has been below the ordinary low water mark of Tippecanoe River and the lake/pond; or
  - b. Some portion of the Land has been created by artificial means or has accreted to such portion so created, or
  - c. Some portion of the Land has been brought within the boundary thereof by an avulsive movement, or has been formed by accretion to any such portion.
  - d. Such rights and easements for navigation, commerce or recreation which may exist over that portion of the Land lying beneath the waters thereof.
  - e. Rights of upper and lower riparian owners with respect to the waters thereof.
14. Rights of the public, the State of Indiana and/or the municipality, and others entitled thereto, in and to that part of the Land taken or used for road purposes.
15. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
16. 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.

NOTE: Indiana state law, effective July 1, 2023, prohibits ownership of certain real property by certain foreign parties. This law can be found at Indiana Code 1-1-16-1, et seq. (the Act). Any loss or damage resulting from a violation of the Act is excluded under the terms of the Policy.

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**SCHEDULE B, PART II**  
**EXCEPTIONS**  
(continued)

NOTE: Fidelity National 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.

**END OF SCHEDULE B, PART II**

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