



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
File Number: 18-649

SCHEDULE A

1. Commitment Date: **September 26, 2018, at 8:00 am**
2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy
Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below**

Proposed Policy Amount: **To Be Determined**

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

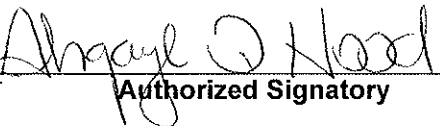
4. Title to the **Fee Simple** estate or interest in the Land is at the Commitment Date vested in:

The devisees of the Last Will and Testament of Betty C. Lash, deceased, subject to the rights of Daniel J. Lash, Personal Representative of the estate of said decedent which is being administered with supervision in the Circuit Court of Noble County, Indiana under cause number 57C01-1712-EU-000056.

5. The Land is described as follows:

SEE ATTACHED EXHIBIT "A"

Assurance Title Company, LLC

By: 
Authorized Signatory

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27C165B

ALTA Commitment for Title Insurance 8-1-16

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EXHIBIT "A"

Parcel 1:

The South half of the Northeast Quarter of Section 25, Township 34 North, Range 11 East containing 80 acres of land, more or less.

Also;

A piece of land as follows: Commencing at the Northwest corner of the Northeast Quarter of Section 25 aforesaid; thence South to the Southwest corner of said Half Quarter, thence East 2 rods; thence North to the North line of said Quarter; thence West 2 rods to the place of beginning, said lot of land being off of the West side of the North Half of the Northeast Quarter of Section 25, Township 34 North, Range 11 East, containing one (1) acre of land more or less.

Parcel 2:

A parcel of land out of the Northwest Quarter Section 36, Township 34 North, Range 11 East, described as follows, to-wit:

Beginning at the Southwest corner of the Northwest Quarter of said Section 36, Township 34 North, Range 11 East and running thence East along the East and West 1/2 line of said Section, 30 chains to a stone, said stone being placed 3/4 distance from the Southwest corner to the Southeast corner of said Quarter Section, thence North 9 chains 49 links to intersect the South line of the right of way of the Interurban Railway, thence in a Westerly direction following the curve of said line 30 chains 36 links to intersect the West line of said Quarter Section; thence South on said line 13 chains 57 1/2 links to the place of beginning and containing 36.32 acres.

Excepting therefrom the following:

All that portion of land which lies in the Northwest Quarter of Section 36, Township 34 North, Range 11 East, Noble County, Indiana and more fully described as follows:

Commencing at a Harrison Marker marking the Southwest Corner of the Northwest Quarter of Section 36, said point also being the point of beginning of this survey; thence North 0 degrees 00 minutes (assumed bearing) on and along the West line of said Northwest Quarter a distance of 160.0 feet to a PK Nail; thence South 89 degrees 20 minutes 30 seconds East a distance of 272.27 feet to an iron rebar; thence South 0 degrees 00 minutes a distance of 160.00 feet to an iron rebar on the South line of said Northwest Quarter; thence North 89 degrees 20 minutes 30 seconds West on and along said South line of the Northwest Quarter a distance of 272.27 feet to the point of beginning and contains 1.0 acre more or less.

**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. By virtue of I.C.27-7-3.6, a fee of \$5 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.
6. If Assurance Title Company will be serving as the closing agent and this closing is held on or after July 1, 2009, funds must be provided to Assurance Title Company in compliance with IC 27-7-3.7, et seq.
7. Order from the Noble County Circuit Court approving the sale of real estate under the Estate of Betty C. Lash.
8. Affidavit, or other acceptable evidence, to establish of record that the marital relationship which existed between Louis E. Lash and Betty C. Lash a/k/a Betty Lash was continuous and uninterrupted from the date they acquired title to the land until the death of Louis E. Lash on May 3, 2016.
9. Personal Representative's Deed from Daniel J. Lash, Personal Representative of the estate of Betty C. Lash, deceased to Proposed Insured.
10. NOTE: Effective July 1, 1993, a Sales Disclosure Form must be filed with the County Auditor at the time of recording of most deeds and land contracts as required by IC 6-1.1-5.5. A fee of \$10.00 must be paid to the Auditor at the time of filing. Effective January 1, 2012, a \$5.00 Transfer Fee must be paid to the County Auditor at the time of filing of all deeds.
11. Vendors, (Sellers), Closing Affidavit to be furnished this office.

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12. 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. 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. Parcel 1:
Taxes for 2017 payable 2018
Parcel No. 009-100507-00
Tax Unit of Allen
State ID No. 57-09-25-100-003.000-003
May 10 \$931.96 PAID
November 13 \$931.96 NOT PAID
Assessed Valuation: Land \$125,100 Improvements \$68,200
Exemptions \$38,580-H/ \$9,002-Supp/ \$12,480-Over 65
7. Annual assessment of \$121.50 for maintenance of Frank Yarde-DK Drain 2018,
May 10 \$60.75 PAID, November 13 \$60.75 NOT PAID.
8. Annual assessment of \$83.76 for maintenance of Sycamore Creek (DeKalb) Drain 2018,
May 10 \$41.88 PAID, November 13 \$41.88 NOT PAID.

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9. Parcel 2:
Taxes for 2017 payable 2018
Parcel No. 009-100515-00
Tax Unit of Allen
State ID No. 57-09-36-400-006.000-003
May 10 \$354.06 PAID
November 13 \$354.06 NOT PAID
Assessed Valuation: Land \$49,900 Improvements \$0
Exemptions \$0
10. Annual assessment of \$40.22 for maintenance of Frank Yarde-DK Drain 2018,
May 10 \$20.11 PAID, November 13 \$20.11 NOT PAID.
11. Annual assessment of \$142.36 for maintenance of VanGorder Drain 2018,
May 10 \$71.18 PAID, November 13 \$71.18 NOT PAID.
12. Taxes for 2018 due and payable 2019, and subsequent taxes.
13. 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.
14. Rights 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. Easement in favor of Indiana & Michigan Electric Company, dated February 7, 1969, recorded
February 18, 1969, in Miscellaneous Record 52 page 271. (Parcel 2)
18. Easement in favor of Noble County Rural Electric Membership Corporation, dated June 25, 2004,
recorded October 4, 2004, as Instrument No. 041000050. (Parcel 2)
19. This commitment has been issued without a judgment search being made against the name
insured.

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