

Issued By FIDELITY NATIONAL TITLE INSURANCE

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, *Fidelity National Title Insurance*, a(n) 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 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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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- (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.
- 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.

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- (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

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 contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount 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. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

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Issued By FIDELITY NATIONAL TITLE INSURANCE

Transaction Identification Data for reference only:

Issuing Agent:

Issuing Office: Abstract & Title of Parke Co., Inc.

ALTA® Universal ID:

Commitment No.: R19-06015 Issuing Office File No.: R19-06015

Property Address: Vacant Land, Rockville, IN 47872

Vacant Land, Rockville, IN 47872 Vacant Land, Rockville, IN 47872 Vacant Land, Rockville, IN 47872 Vacant Land, Rockville, IN 47872 Vacant Land, Rockville, IN 47872

SCHEDULE A

1. Commitment Date: June 7, 2019 at 08:00 AM

2. Policy to be issued:

a. ALTA Owners Policy (06/17/06)

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner

identified at Item 4 below

Proposed Policy Amount: \$650,000.00

- 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:

George L. Harper and Dorene Harper, Trustees of The Harper Family Trust, dated August 15, 2000

The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

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SCHEDULE A

(Continued)

Abstract & Title of Parke Co., Inc. Issued at Rockville, IN 47872

By:

Authorized Officer or Agent

ms

Fidelity National Title Insurance Company

SEAL S

ATTEST

Secreta

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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.
 - Quit Claim Deed from George L. Harper and Dorene Harper, husband and wife to George L. Harper and Dorene Harper, Trustees of The Harper Family Trust, dated August 15, 2000 (Tract D).
 - Warranty Deed from George L. Harper and Dorene Harper, Trustees of The Harper Family Trust, dated August 15, 2000 to Purchaser with contractual rights under a purchase agreement with the vested owner.
- 5. The legal description of record for the subject tract is either unavailable or insufficient for title insurance purposes. The Company requires an accurate survey be prepared to its satisfaction, including an accurate legal description of the subject tract, in order to provide a binding commitment or final policy. Further exceptions may be added after reviewing the survey and researching the property. (Tracts E and F)
- 6. Effective July 1, 1993, buyers and sellers of real estate must complete a typed Disclosure of Sales Information form prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5. The disclosure form is not recorded but rather is filed with the Auditor's office. The disclosure form must be filed before the deed can be recorded.
- 7. Pursuant to I.C. 36-2-11-15, all documents to be recorded must contain the required affirmation statement to be accepted for recording.
- 8. The Proposed Policy Amount(s) must be modified to the full value of the estate or interest being insured, and any additional premium must be paid. The Proposed Policy Amount for an owner's policy should reflect the contract sales price unless the Company is furnished with a current appraisal indicating a different value. The Proposed Policy Amount for a loan policy will not be issued for an amount less than the principal amount of the mortgage debt or no more than 20% in excess of the principal debt in order to

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(Continued)

cover interest, foreclosure costs, etc. Proposed Policy Amount(s) will be revised, and premiums will be charged per the Company's Rate Manual then in effect when the final amounts of insurance are approved.

- 9. We must be furnished a certificate(s) from the town or company supplying water and/or sewer utilities certifying that there are no unpaid charges affecting the insured real estate.
- 10. The Company must be provided with that portion of the trust agreement and any amendments thereto identifying the trustees and authorizing the transaction. The Company reserves the right to make additional requirements upon a review of the submitted trust agreement and amendments, if any.
- 11. Vendor's Affidavit.
- 12. Proof of identification will be required at settlement.
- 13. Proof that this transaction is not within the Bankruptcy or Insolvancy Acts.
- 14. If the Company provides settlement services for the contemplated transaction, I.C. 27-7-3-22 requires that each party to the transaction obtain a Closing Protection Letter at the cost filed with the Indiana Department of Insurance.
- 15. Section I.C 27-7-3.6 requires the collection of a \$5 fee from the purchaser of each title policy issued in conjunction with a closing occurring on or after July 1, 2006.

NOTE: IC 27-7-3.7 requires funds deposited into an escrow account of a closing agent in amounts of \$10,000.00 or more to be in the form of wired funds. Funds in amounts less than \$10,000.00 may be deposited in the form of cash, wired funds, cashier's check, certified check, check on the account of another closing agent, or check drawn on the account of a licensed real estate broker. Personal check in excess of \$500.00 will not be accepted.

NOTE: Judgment search has been made against George L. Harper and Dorene Harper for ten years last past. (FIND NONE).

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(Continued)

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. 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.
- 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 by the public records.
- Taxes or special assessments which are not shown as existing liens by the public record.
- a. Taxes for 2018 due and payable in 2019, plus any penalties and interest which may accrue, and all taxes thereafter.

Assessed in Raccoon

Key No 017-00378-00 (Tract A)

State No 61-15-06-000-102.100-011

Land \$33700; Improvements \$0; Exemption \$0

2018 installment due in May 2019 in the amount of \$266.54, PAID

2018 installment due in November 2019 in the amount of \$266.54, UNPAID

- b. Other Assessments (Little Raccoon Conservancy) for the year 2019, plus any penalties and interest which may accrue.
- a. Installment due May 2019 in the amount of \$9.09, PAID;
- b. Installment due November 2019 in the amount of \$9.09, UNPAID.

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(Continued)

a. Taxes for 2018 due and payable in 2019, plus any penalties and interest which may accrue, and all taxes thereafter.

Assessed in Adams

Key No 001-00638-01

(Tract B)

State No 61-10-36-000-403.100-001

Land \$13500; Improvements \$0; Exemption \$0

2018 installment due in May 2019 in the amount of \$94.25, PAID

2018 installment due in November 2019 in the amount of \$94.25, UNPAID

- b. Other Assessments (Little Raccoon Conservancy) for the year 2019, plus any penalties and interest which may accrue.
- a. Installment due May 2019 in the amount of \$3.64, PAID;
- b. Installment due November 2019 in the amount of \$3.64, UNPAID.
- a. Taxes for 2018 due and payable in 2019, plus any penalties and interest which may accrue, and all taxes thereafter.

Assessed in Adams

Key No 001-00638-00 (Tract C)

State No 61-10-36-000-304.100-001

Land \$54400; Improvements \$0; Exemption \$0

2018 installment due in May 2019 in the amount of \$379.77, PAID

2018 installment due in November 2019 in the amount of \$379.77, UNPAID

- b. Other Assessments (Little Raccoon Conservancy) for the year 2019, plus any penalties and interest which may accrue.
- a. Installment due May 2019 in the amount of \$14.71, PAID;
- b. Installment due November 2019 in the amount of \$14.71, UNPAID.
- a. Taxes for 2018 due and payable in 2019, plus any penalties and interest which may accrue, and all taxes thereafter.

Assessed in Florida

Key No 015-01087-00 (

(Tract D)

State No 61-14-01-000-205.100-003

Land \$1800; Improvements \$0; Exemption \$0

2018 installment due in May 2019 in the amount of \$14.32, PAID

2018 installment due in November 2019 in the amount of \$14.32, UNPAID

- b. Other Assessments (Little Raccoon Conservancy) for the year 2019, plus any penalties and interest which may accrue. a. a. Installment due May 2019 in the amount of \$0.47, PAID;
- b. Installment due November 2019 in the amount of \$0.47, UNPAID.
- a. Taxes for 2018 due and payable in 2019, plus any penalties and interest which may accrue, and all taxes thereafter.

Assessed in Florida

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(Continued)

Key No 015-00525-00

(Tract E)

State No 61-14-01-000-201.100-003

Land \$61200; Improvements \$0; Exemption \$0

2018 installment due in May 2019 in the amount of \$486.68, PAID

2018 installment due in November 2019 in the amount of \$486.68, UNPAID

- b. Other Assessments (Little Raccoon Conservancy) for the year 2019, plus any penalties and interest which may accrue.
- a. Installment due May 2019 in the amount of \$16.52, PAID;
- b. Installment due November 2019 in the amount of \$16.52, UNPAID.
- a. Taxes for 2018 due and payable in 2019, plus any penalties and interest which may accrue, and all taxes thereafter.

Assessed in Florida

Key No 015-00526-00

(Tract F)

State No 61-14-01-000-204.100-003

Land \$200; Improvements \$0; Exemption \$0

2018 installment due in May 2019 in the amount of \$2.50, PAID

2018 installment due in November 2019 in the amount of \$2.50, UNPAID

- b. Other Assessments (Little Raccoon Conservancy) for the year 2019, plus any penalties and interest which may accrue.
- a. Installment due May 2019 in the amount of \$0.05, PAID;
- b. Installment due November 2019 in the amount of \$0.05. UNPAID.

NOTE: No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

NOTE: The permanent key numbers are provided for information only. The Company neither guarantees nor insures the accuracy or completeness thereof. You are advised that you should not rely upon these numbers and should independently verify the accuracy thereof.

- 8. Parke County Drainage System and any assessments thereto. (OWNER'S POLICY ONLY)
- Assessments for water and/or sewer utilities. (OWNER'S POLICY ONLY)
- 10. This policy does not insure the accuracy of the quantity of land appearing on the legal description as shown on commitment.
- 11. Taxes and assessments which are not yet due and payable.
- 12. Rights of the public, State of Indiana, County and Municipality in and to that part of the premises taken or used for road purposes.

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(Continued)

- 13. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
- 14. Possible easement for any legal drains and/or ditches and incidental rights affecting the subject real estate.
- 15. Ingress/Egress Easement recorded January 25, 1994 in Book 182, Page 171, in the office of the Recorder of Parke County, Indiana.
- 16. Ingress/Egress Easement recorded January 7, 1994 in Book 182, Page 76, in the office of the Recorder of Parke County, Indiana.
- 17. Pipeline Easements recorded February 1, 1993 in Book 179, Page 442, in the office of the Recorder of Parke County, Indiana.
- 18. Terms and Conditions of that certain Deed recorded February 1, 1993 in Book 179, Page 442, in the office of the Recorder of Parke County, Indiana.
- 19. Pipeline Easements recorded June 21, 1983 in Book 162, Page 13, in the office of the Recorder of Parke County, Indiana.
- 20. Terms and Conditions of that certain Deed recorded June 21, 1983 in Book 162, Page 13, in the office of the Recorder of Parke County, Indiana.
- 21. Ingress/Egress Easement recorded September 28, 1993 in Book 181, Page 241, in the office of the Recorder of Parke County, Indiana.
- 22. Survey recorded January 5, 1994 in Book 68, page 322, in the office of the Recorder of Parke County, Indiana.
- 23. Possible lack of access to a dedicated street or highway. (Tracts B, C, D, F)
- 24. The Company may make additional requirements or exceptions upon its ascertaining further details of the transaction or its review of the documents creating the interest to be insured.
- 25. Any judgments, warrants or liens against the insured owner.

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SCHEDULE C

The Land is described as follows:

TRACT A: 61-15-06-000-102.100-011

Nineteen (19) acres off of the South side of all that part of the West Half of the Northwest Quarter of Section 6, Township 14 North, Range 7 West, which lies on the West side of the Pittsburgh, Cincinnati, Chicago, St. Louis Railroad, formerly the Logansport and Terre Haute Railroad. Subject to all highways, rights of way and easements

TRACT B: 61-10-36-000-403.100-001

Seventeen (17) acres of even width off of the West side of the Southwest Quarter of the Southeast Quarter of Section 36, Township 15 North, Range 8 West. Subject to all highways, rights of way and easements.

TRACT C: 61-10-36-000-304.100-001

The Southeast Quarter of the Southwest Quarter of Section 36, Township 15 North, Range 8 West, containing 43 acres, more or less. Subject to all highways, rights of way and easements.

TRACT D: 61-14-01-000-205.100-003

Beginning at a point which is located as follows: South 26 degrees 05 minutes West 1810 feet from the Northeast corner of Section 1, Township 14 North, Range 8 West, Parke County, Indiana; thence South 20 degrees 35 minutes West 403.2 feet to an iron pin marking the North corner of the Cemetery of the Mount Olive Church; thence North 60 degrees 30 minutes West 47.9 feet to an iron pin and the point of beginning; thence North 51 degrees 35 minutes East 511.23 feet to an iron pin; thence North 38 degrees 25 minutes West 511.23 feet to an iron pin; thence South 38 degrees 25 minutes East 511.23 feet to an iron pin and the place of beginning, containing 6 acres, more or less. Subject to all highways, rights of way and easements.

TRACT E: 61-14-01-000-201.100-003 SEE SCHEDULE B - SECTION 1 - ITEM 5

TRACT F: 61-14-01-000-204.100-003 SEE SCHEDULE B - SECTION 1 - ITEM 5

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DISCLOSURE OF AFFILIATED BUSINESS RELATIONSHIP

This is to give you notice that **The Abstract & Title Companies** (including The Abstract & Title Guaranty Company, Inc; Abstract & Title of Putnam County, Inc; and Abstract & Title of Parke County, Inc; collectively herein "Abstract & Title") have a business relationship with **Comer Law Office LLC** (herein "Comer Law"). And further, to provide notice that Comer Law has a business relationship with Abstract & Title.

The nature of the relationship is common ownership between the entities. Abstract & Title is 100% owned by the Members of Comer Law. Comer Law is two-thirds (2/3) owned by stockholders of Abstract & Title. Because of this relationship, any referral by Abstract & Title to utilize Comer Law services may provide Abstract & Title a financial or other benefit. Also, because of this relationship, any referral by Comer Law to utilize Abstract & Title services may provide Comer Law a financial or other benefit.

Set forth below is the estimated charge or range of charges for the Abstract & Title and Comer Law services listed. You are NOT required to use the listed providers for settlement of your real estate transaction or related legal services. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Set forth below is the estimated range of charges made by Abstract & Title:

Closing fee: \$300-\$400 Search fee: \$200

Wire/Courier/Email package service fee: \$50-\$95

Title Insurance Premiums: \$100-\$1,162.50 (The fee range shown is for a residential sale or refinance up to a

policy limit of \$500,000. For commercial property, or policies exceeding \$500,000, please call for quote.)

Simultaneous mortgage policy issued with owner's policy: \$100 (loan policy limit not to exceed owner's policy

limit.)

Set forth below is the estimated range of charges made by Comer Law:

Deed preparation fee for a closing: \$85-\$125.

Power of Attorney preparation fee for a closing: \$50.

Affidavits: \$150-\$350.

Other legal fees: Please request quote from Comer Law.



COMER LAW OFFICE, LLC Attorneys-at-Law 71 West Marion Street Danville, Indiana 46122

PRIVACY POLICY OF THE ABSTRACT & TITLE COMPANIES

Dear Abstract & Title Customer:

Your personal privacy is important. At the Abstract & Title Companies, we recognize that you have an interest in understanding how we collect, retain, and use information about you. Our policy has always been to protect the privacy, accuracy, and security of customer information given to us.

No response to this notice is required, but if you have questions, please write to us:

The Abstract & Title Companies
P.O. Box 207
Danville, IN 46122

We have three title insurance agencies: The Abstract & Title Guaranty Co., Inc., Abstract & Title of Putnam County, Inc. and Abstract & Title of Parke County, Inc. with offices in Avon, Danville, Plainfield, Brownsburg, Greencastle, and Rockville. We refer to ourselves generally as "Abstract & Title" and "The Abstract & Title Companies." Each individual company is an independent title insurance agent of Fidelity National Title Insurance, a corporation. This notice is also provided on behalf of our underwriter, as well.

What kinds of information we collect:

We collect information about you, (for example, your name, address, email address, telephone number) and information about your transaction, including the identity of the real property that you are selling, buying or financing, as well as the purchase price and/or loan amount. We may get this information from you or from the lender(s), attorney(s), or real estate broker(s) whom you or the other parties have chosen. We obtain a copy of and/or gather information related to any deeds, notes, taxes, mortgages and other liens which affect the real property or are otherwise involved in the transaction. When we provide closing, escrow, or settlement services, we may get your social security number, date of birth, loan number(s), and we may receive additional information from third parties including the loan application, appraisals, credit reports, land surveys, escrow account balances and bank account and other investment account numbers to facilitate the transaction. If you are concerned about the information we have collected, please write to us.

How we use this information:

We do not share your information with marketers outside our own family of companies. We share your information only to those parties and entities engaged in the transaction, including, but not limited to, buyers, sellers, lenders, realtors, attorneys and other appointed agents, utility companies, homeowners associations and similarly related entities or in other ways permitted by law to provide the service requested by you and other parties to the transaction. The privacy laws permit some sharing without your approval. We may share internally and with nonaffiliated third parties in order to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control and to provide information to government and law enforcement agencies. Our companies may share certain information among ourselves. All nonpublic personal information collected, including any credit information, about you is shared only to facilitate your transaction or for some other purpose permitted by law.

How we protect your information:

In addition to restricting information to those persons and entities engaged in the transaction as detailed above, we maintain physical, electronic, and procedural safeguards which comply with the law to guard your nonpublic personal information. We reinforce the company's privacy policy with our employees.

Privacy Policy (Title) R19-06015