

# ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



**Fidelity National Title**  
Insurance Company

Commitment Number:

**702001408**  
**Revision 1**

## 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 EXTRA CONTRACTUAL 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 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 ninety (90) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

## Fidelity National Title Insurance Company

By:

\_\_\_\_\_  
President

Countersigned By:

\_\_\_\_\_  
Authorized Officer or Agent

Attest:

\_\_\_\_\_  
Secretary

Issued Date: November 19, 2020

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National 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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



FIDELITY NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

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: 702001408

Property Address: 9684 N Bayshore Dr., Syracuse, IN 46567  
Vacant Land 900 N, Syracuse, IN 46567

SCHEDULE A

1. Commitment Date: November 9, 2020 at 08:00 AM
2. Policy to be issued:
  - (a) ALTA Homeowner's Policy of Title Insurance 2013 (Policy Conversion)
 

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

Proposed Policy Amount: \$10,000.00
  - (b) ALTA Short Form Residential Loan Policy 2012
 

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 Policy Amount: \$10,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:
 

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

Heirs and/or devisees of Amos R. Stutzman, deceased
5. The Land is described as follows:
 

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

END OF SCHEDULE A

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National 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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 43-04-26-100-511.000-025, 43-04-26-100-508.000-025 and  
43-04-26-300-001.000-025**

---

PARCEL 1:

LOTS NUMBER THIRTY-FIVE (35) AND THIRTY-FIVE B (35B) IN THE AMENDED PLAT OF BAYSHORE BEACH, AS RECORDED IN OLD PLAT BOOK 2, PAGE 239B, NOW IN NEW PLAT BOOK 3, PAGE 75 IN THE OFFICE OF THE RECORDER OF KOSCIUSKO COUNTY, INDIANA.

ALSO, BEGINNING AT THE SOUTHEAST CORNER OF LOT NUMBER 35 IN THE AMENDED PLAT OF BAYSHORE BEACH AS RECORDED IN OLD PLAT BOOK 2, PAGE 239B, NOW IN NEW PLAT BOOK 3, PAGE 75, IN THE OFFICE OF THE RECORDER OF KOSCIUSKO COUNTY, INDIANA AND RUNNING THENCE IN A SOUTHEASTERLY DIRECTION FOLLOWING THE NORTH LINE OF A PAVED PUBLIC HIGHWAY TO A POINT THEREON SITUATE DUE SOUTH OF THE SOUTHERN TERMINUS OF THE WEST LINE OF A BOAT CHANNEL LOCATED EAST OF SAID LOT NUMBER 35 AS SHOWN ON THE PLAT OF SAID SUBDIVISION; THENCE NORTH TO THE SOUTHERN TERMINUS OF THE WEST LINE OF SAID CHANNEL; THENCE NORTHEASTERLY FOLLOWING THE WATER'S EDGE OF SAID CHANNEL AT LOW WATER MARK TO ITS POINT OF INTERSECTION WITH THE NORTH LINE OF SAID LOT NUMBER 35 EXTENDED EASTERLY; THENCE WESTERLY FOLLOWING THE EXTENSION OF THE NORTH LINE THEREOF TO THE NORTHEAST CORNER OF SAID LOT NUMBER 35; THENCE IN A SOUTHERLY DIRECTION FOLLOWING THE EAST LINE OF SAID LOT NUMBER 35 TO THE PLACE OF BEGINNING.

ALSO, BEGINNING AT THE SOUTHWEST CORNER OF LOT NUMBER 35B IN SAID AMENDED PLAT OF BAYSHORE BEACH, AND RUNNING THENCE IN A NORTHWESTERLY DIRECTION FOLLOWING THE NORTH LINE OF A PAVED HIGHWAY TO A POINT THEREON SITUATE DUE SOUTH OF THE SOUTHERN TERMINUS OF THE EAST LINE OF A BOAT CHANNEL LOCATED WEST OF SAID LOT NUMBER 35B AS SHOWN ON THE PLAT OF SAID SUBDIVISION; THENCE NORTH TO THE SOUTHERN TERMINUS OF THE EAST LINE OF SAID CHANNEL; THENCE NORTHEASTERLY FOLLOWING THE WATER'S EDGE OF SAID CHANNEL AT LOW WATER MARK TO ITS POINT OF INTERSECTION WITH THE NORTH LINE OF SAID LOT NUMBER 35B EXTENDED WESTERLY; THENCE EASTERLY FOLLOWING THE EXTENSION OF THE NORTH LINE THEREOF TO THE NORTHWEST CORNER OF SAID LOT NUMBER 35B TO THE PLACE OF BEGINNING. LOTS NUMBERED THIRTY-FIVE (35) AND THIRTY-FIVE B (35B) IN AMENDED PLAT OF BAYSHORE BEACH, AS RECORDED IN PLAT BOOK 2, PAGE 239B, IN THE OFFICE OF THE RECORDER OF KOSCIUSKO COUNTY, INDIANA.

PARCEL 2:

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 7 EAST, TURKEY CREEK TOWNSHIP, KOSCIUSKO COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National 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; Schedule B, Part II-Exceptions; a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN  
LAND TITLE  
ASSOCIATION



**EXHIBIT "A"**  
Legal Description

COMMENCING AT A BRONZE MARKER AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 14 MINUTES 11 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND WITHIN THE RIGHT-OF-WAY OF COUNTY ROAD 900 NORTH, 823.89 FEET TO A MAG NAIL AND THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 42 MINUTES 07 SECONDS WEST, PARALLEL WITH THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER, 1,045.90 FEET TO A KIMPEL CAPPED PIN; THENCE NORTH 87 DEGREES 09 MINUTES 56 SECONDS EAST, 492.84 FEET TO A KIMPEL CAPPED PIN ON SAID EAST LINE; THENCE SOUTH 00 DEGREES 42 MINUTES 07 SECONDS EAST, ALONG SAID EAST LINE, 1,063.71 FEET TO A MAG NAIL AT THE SOUTHWEST CORNER OF SAID WEST HALF AND WITHIN SAID RIGHT-OF-WAY; THENCE SOUTH 89 DEGREES 14 MINUTES 11 SECONDS WEST, ALONG THE SOUTH LINE OF SAID WEST HALF AND WITHIN SAID RIGHT-OF-WAY, 492.50 FEET TO THE POINT OF BEGINNING, CONTAINING 11.93 ACRES MORE OR LESS.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National 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; Schedule B, Part II-Exceptions; a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN  
LAND TITLE  
ASSOCIATION



## 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. 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 Recorders 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 Recorders 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.
6. Indiana Code 32-21-2-3(a) was changed effective 7/1/2020 to require the addition of a notarized proof in addition to a notarized acknowledgement. Therefore, effective July 1, 2020, any instrument that requires a notarized acknowledgement must now also include a notarized proof by an independent witness. If the Company is presented with instruments that do not comply with IC 32-21-2-3(a), the following exception will be added to Schedule B of the policy: Any defect, lien, encumbrance, adverse claim, or other matter resulting from the failure of the instrument(s) vesting title or creating the interest insured to comply with IC 32-21-2-3(a).
7. Furnish for recordation a deed as set forth below:
 

Type of deed: Personal Representative's Deed  
Grantor(s): Fee Simple Title Holder as shown on Schedule A  
Grantee(s): Proposed Insured as shown on Schedule A

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National 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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**SCHEDULE B, PART I  
REQUIREMENTS**

(continued)

8. Said deed will be executed by Brian Stutzman as Personal Representative of the Estate of Amos R. Stutzman. The deed should recite the Estate Cause No. 43C01-2010-ES-000137 and contain a proper recital of the Personal Representatives authority to execute the deed.
9. The Company should be furnished the following information in connection with the death of Amos R. Stutzman, deceased:
  - a. Petition to Sell the Land and the Court's Order Authorizing the Sale of the land

The Company reserves the right to amend the title finding (vesting) and/or add additional items or make further requirements after review of the requested documentation.
10. 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.
11. 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.
12. Mortgage executed by proposed Mortgagor to the proposed insured lender.
13. 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.
14. As per the purchase agreement, current taxes and/or drain assessments as shown in Schedule B-Section 2 are to be paid.
15. The Company should be furnished a Vendors Affidavit.
16. 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.
17. 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:

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National 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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**SCHEDULE B, PART I  
REQUIREMENTS**

(continued)

A Deed dated September 15, 2017 and recorded December 3, 2018 from Kathleen S. Stutzman to Amos R. Stutzman as Instrument No. 2018120024. (Parcel I)

A Deed dated June 17, 2015 and recorded June 18, 2015 from Fred J. Kujawski as Trustee of the Fred J. Kujawski declaration of Trust dated August 10, 2000 to Amos R. Stutzman and Kathleen S. Stutzman, husband and wife as Instrument No. 2015060743. (Parcel I)

A Deed dated September 15, 2017 and recorded November 13, 2017 from Kathleen S. Stutzman to Amos R. Stutzman as Instrument No. 2017110523. (Parcel II)

A Deed dated September 8, 2009 and recorded September 9, 2009 from Hite Sisters, LLC, an Indiana limited liability company to Amos R. Stutzman and Kathleen S. Stutzman, husband and wife as Instrument No. 2009090387. (Parcel II)

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**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National 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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



## 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 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: 2019

Due and Payable: 2020

May Installment: \$294.95 Paid

November Installment: \$294.95 Unpaid

Name of Taxpayer: Amos R. Stutzman

Land: \$76,900.00

Improvements: \$63,200.00

Exemptions: \$78,110.00 (Homestead Supplemental/Homestead Standard)

Taxing Unit: Turkey Creek

Tax Identification No.: 007-713506-67, State Tax ID No.: 43-04-26-100-511.000-025, Key No.: 007-101-094

Description: Lot 35 Amended PI Bayshore Beach and to waters edge (Part Parcel 1)

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National 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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



## SCHEDULE B, PART II EXCEPTIONS

(continued)

8. Annual Assessment as set forth below:  
 Type of Assessment: Turkey Creek (656)  
 Annual Amount: \$5.00, Paid  
 All future assessments are not yet due and payable. (Part Parcel I)
9. Property Taxes are as follows:  
 Tax Year: 2019  
 Due and Payable: 2020  
 May Installment: \$260.74 Paid  
 November Installment: \$260.74 Unpaid  
 Name of Taxpayer: Amos R. Stutzman  
 Land: \$38,800.00  
 Improvements: \$16,000.00  
 Exemptions: \$0.00  
 Taxing Unit: Turkey Creek  
 Tax Identification No.: 007-713506-68, State Tax ID No.: 43-04-26-100-508.000-025, Key No.: 007-101-093  
 Description: Lot 35B Amended PI Bayshore Beach and to waters edge (Part Parcel 1)
10. Annual Assessment as set forth below:  
 Type of Assessment: Turkey Creek (656)  
 Annual Amount: \$5.00, Paid  
 All future assessments are not yet due and payable. (Part Parcel I)
11. Property Taxes are as follows:  
 Tax Year: 2019  
 Due and Payable: 2020  
 May Installment: \$19.03 Paid  
 November Installment: \$19.03 Unpaid  
 Name of Taxpayer: Amos R Stutzman  
 Land: \$4,000.00  
 Improvements: \$0.00  
 Exemptions: \$0.00  
 Taxing Unit: Turkey Creek  
 Tax Identification No.: 007-727012-93, State Tax ID No.: 43-04-26-300-001.000-025, Key No.: 007-103-002.A  
 Description: Pt SW SW 26-34-7 11.93 A per survey (Parcel 2)

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National 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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

## SCHEDULE B, PART II EXCEPTIONS

(continued)

12. Annual Assessment as set forth below:  
Type of Assessment: Turkey Creek (656)  
Annual Amount: \$5.00, Paid  
All future assessments are not yet due and payable. (Parcel II)
13. Taxes for the year 2020 are a lien, due in 2021, but are not yet due and payable.
14. Added improvements in place as of January 1, 2020 are subject to assessment which could increase the tax amounts due in 2021, in such cases, the Town or Township assessor should be contacted relative to possible new assessment amounts.
15. 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.
16. 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.
17. Acreage contained in the legal description of the Land is shown solely for the purpose of identifying and describing the Land, and this search should not be construed as insuring the quantity of land as set forth in said description.
18. Covenants, conditions, restrictions, easements and building lines as shown in the plat of Amended Plat of Bayshore Beach Subdivision recorded in Old Plat Book 2, page 239B, now in New Plat Book 3, page 75. (Parcel I)
19. Any adverse claim relative to Lake Wawasee based upon the assertion that:
- a. The Land lies below the ordinary low water mark.
  - b. Some portion of the Land was created by artificial means.
  - c. Such rights and easements for navigation, commerce or recreation which may exist over that portion of the Land lying beneath the waters thereof.
  - d. Rights of upper and lower littoral owners with respect to the waters thereof.
- (Parcel I)

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National 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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**SCHEDULE B, PART II  
EXCEPTIONS**

(continued)

20. 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.
21. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
22. 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.
23. 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: 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**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National 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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**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.

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;
- (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.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National 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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



(continued)

- (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 Two Million And No/100 Dollars (\$2,000,000.00) 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>.

**END OF CONDITIONS**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National 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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective April 9, 2020

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

### **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

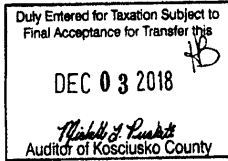
### **Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

### **Accessing and Correcting Information; Contact Us**

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer



2018120024 DEED \$25.00  
12/03/2018 01:17:42P 3 PGS  
Joetta Mitchell  
Kosciusko County Recorder IN  
Recorded as Presented

Majl tax bills to:  
Amos Stutzman  
9684 N. Bayshore Dr.  
Syracuse, IN 46567

### QUIT- CLAIM DEED

THIS INDENTURE WITNESSETH that KATHLEEN S. STUTZMAN, being over the age of eighteen (18) years of Kosciusko County, in the State of Indiana, RELEASES AND QUIT-CLAIMS to AMOS R. STUTZMAN, an adult person over the age of eighteen (18) years, of Kosciusko County, in the State of Indiana, for and in consideration of One Dollar (\$1.00), other good and valuable consideration, and the provisions of the parties' Mediation Settlement Agreement/Decree of Dissolution in Cause No. 43C01-1606-DR-176, the receipt whereof is hereby acknowledged, the following described real estate located in Kosciusko County, State of Indiana, and more particularly described as follows to-wit:

Lots Number Thirty-five (35) and Thirty-five B (35B) in the Amended Plat of Bayshore Beach, as recorded in Plat Book 2, page 239B, in the Office of the Recorder of Kosciusko County, Indiana.

Also, beginning at the Southeast corner of Lot Number 35 in the Amended Plat of Bayshore Beach as per plat thereof recorded in Plat Book 2 at page 239B, in the Office of the Recorder of Kosciusko County, Indiana and running thence in a Southeasterly direction following the North line of a paved public highway to a point thereon situate due South of the Southern terminus of the West line of a boat channel located East of said Lot Number 35 as shown on the Plat of said Subdivision; thence North to the Southern terminus of the West line of said channel; thence Northeasterly following the water's edge of said channel at low water mark to its point of intersection with the North line of said Lot Number 35 extended Easterly; thence Westerly following the extension of the North line thereof to the Northeast corner of said Lot Number 35; thence in a Southerly direction following the East line of said Lot Number 35 to the place of beginning.

Also, beginning at the Southwest corner of Lot Number 35B in said Amended Plat of

Bayshore Beach, and running thence in a Northwesterly direction following the North line of a paved highway to a point thereon situate due South of the Southern terminus of the East line of a boat channel located West of said Lot Number 35B as shown on the Plat of said Subdivision; thence North to the Southern terminus of the East line of said channel; thence Northeasterly following the water's edge of said channel at low water mark to its point of intersection with the North line of said Lot Number 35B extended Westerly; thence Easterly following the extension of the North line thereof to the Northwest corner of said Lot Number 35B to the place of beginning. Lots Numbered Thirty-five (35) and Thirty-five B (35B) in the Amended Plat of Bayshore Beach, as recorded in Plat Book 2, page 239B, in the Office of the Recorder of Kosciusko County, Indiana.

(Parcel No.:43-04-26-100-511.000-025 and 43-04-26-100-508.000-025; Property Address: 9684 N. Bayshore Dr., Syracuse, IN 46567)

Subject to all covenants, easements, restrictions, and public highway rights-of-way of record; all applicable zoning and sewer laws and ordinances; and possible rights of tile and drainage ditches.

Dated this 15<sup>th</sup> day of September, 2017.

*Kathleen S Stutzman*  
KATHLEEN S. STUTZMAN

STATE OF INDIANA )  
 ) SS:  
COUNTY OF KOSCIUSKO )

Before me, the undersigned, a Notary Public, in and for said County and State, this 15<sup>th</sup> day of September, 2017, personally appeared Kathleen S. Stutzman, an adult person over the age of eighteen (18) years, and acknowledged the execution of the foregoing Deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My commission expires:

6-30-25

Cheryl L Brauchla  
Cheryl L Brauchla, Notary Public  
(Printed Name)  
Resident of Kosciusko County, IN

This instrument prepared by: Andrew E. Grossnickle, BEERS MALLERS BACKS & SALIN, LLP, Post Office Box 38, Syracuse, IN 46567.

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.

July P. Loren

Duly Entered for Taxation Subject to  
Final Acceptance for Transfer this \_\_\_

**Nov 13 2017**

*Michelle J. Lussett* AB  
Auditor of Kosciusko County

Mail tax bills to:  
Amos Stutzman  
9684 N. Baysore Dr.  
Syracuse, IN 46567

2017110523 DEED \$25.00  
11/13/2017 03:13:59PM 2 PGS  
Joetta Mitchell  
Kosciusko County Recorder IN  
Recorded as Presented  


### QUIT- CLAIM DEED

THIS INDENTURE WITNESSETH that KATHLEEN S. STUTZMAN, being over the age of eighteen (18) years of Kosciusko County, in the State of Indiana, RELEASES AND QUIT-CLAIMS to AMOS R. STUTZMAN, an adult person over the age of eighteen (18) years, of Kosciusko County, in the State of Indiana, for and in consideration of One Dollar (\$1.00), other good and valuable consideration, and the provisions of the parties' Mediation Settlement Agreement/Decree of Dissolution in Cause No. 43C01-1606-DR-176, the receipt whereof is hereby acknowledged, the following described real estate located in Kosciusko County, State of Indiana, and more particularly described as follows to-wit:

A tract of land in the Southwest Quarter of Section 26, Township 34 North, Range 7 East, Turkey Creek Township, Kosciusko County, Indiana, more particularly described as follows:

Commencing at a bronze marker at the Southwest corner of said Southwest Quarter; thence North 89 degrees 14 minutes 11 seconds East, along the South line of said Southwest Quarter and within the right-of-way of County Road 900 North, 823.89 feet to a Mag nail and the Point of Beginning; thence North 00 degrees 42 minutes 07 seconds West, parallel with the East line of the West Half of said Southwest Quarter, 1,045.90 feet to a Kimpel capped pin; thence North 87 degrees 09 minutes 56 seconds East, 492.84 feet to a Kimpel capped pin on said East line; thence South 00 degrees 42 minutes 07 seconds East, along said East line, 1,063.71 feet to a Mag nail at the Southwest corner of said West Half and within said right-of-way; thence South 89 degrees 14 minutes 11 seconds West, along the South line of said West half and within said right-of-way, 492.50 feet to the point of beginning, containing 11.93 acres more or less.

(Parcel No.:43-04-26-300-001.000-025; Property Address: Vacant land, 900 N., Syracuse, IN 46567)

Subject to all covenants, easements, restrictions, and public highway rights-of-way of record; all applicable zoning and sewer laws and ordinances; and possible rights of tile and

drainage ditches.

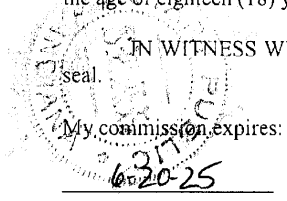
Dated this 15<sup>th</sup> day of September 2017.

Kathleen S Stutzman  
KATHLEEN S. STUTZMAN

STATE OF INDIANA )  
 ) SS:  
COUNTY OF KOSCIUSKO )

Before me, the undersigned, a Notary Public, in and for said County and State, this 15<sup>th</sup> day of September, 2017, personally appeared Kathleen S. Stutzman, an adult person over the age of eighteen (18) years, and acknowledged the execution of the foregoing Deed.

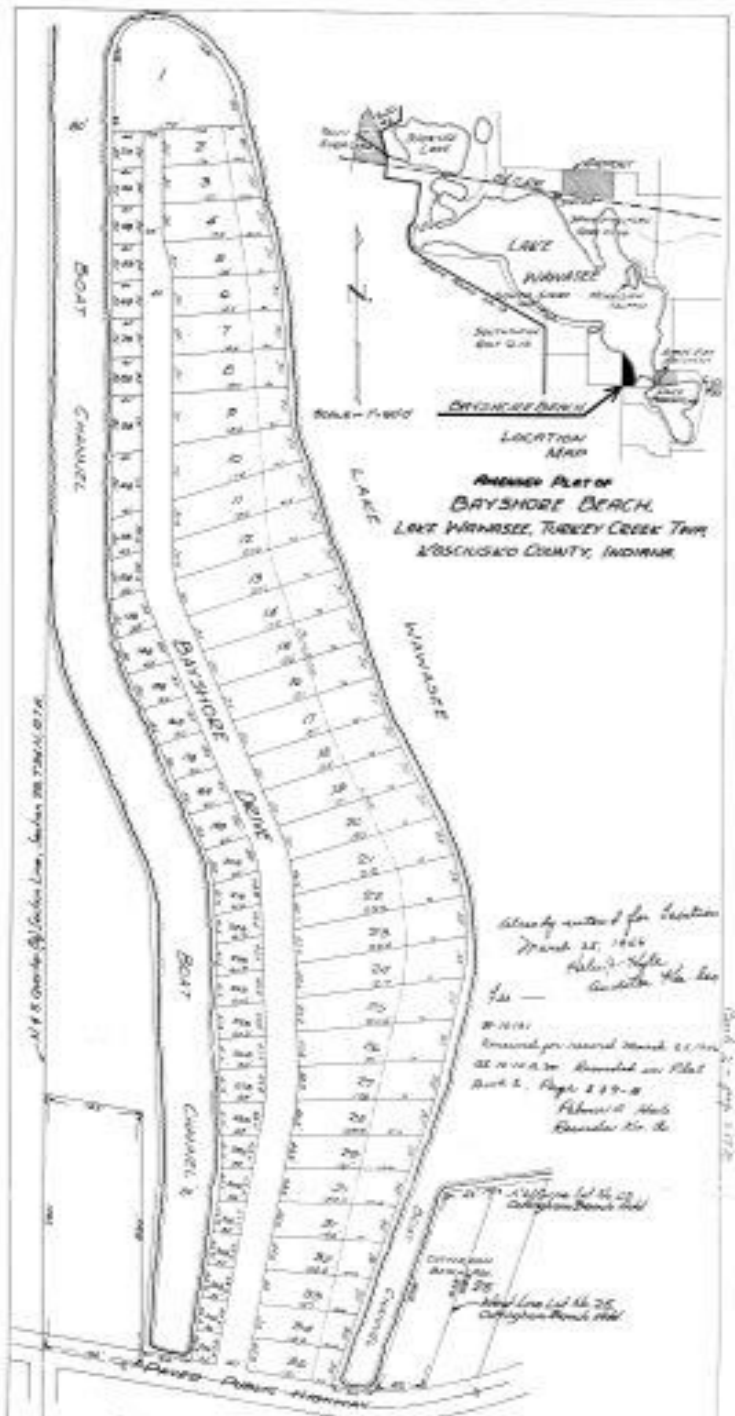
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.



Cheryl L. Brauchle  
Cheryl L. Brauchle, Notary Public  
(Printed Name)  
Resident of Kosciusko County, IN

This instrument prepared by: Andrew E. Grossnickle, BEERS MALLERS BACKS & SALIN, LLP, Post Office Box 38, Syracuse, IN 46567.

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. Andrew E. Grossnickle



**AMENDED PLAT OF  
BAYSHORE BEACH,  
LAKE WABASH, TURKEY CREEK TWP,  
KOSCIUSKO COUNTY, INDIANA**

Amended for location  
March 25, 1905  
Filed for  
for - *with the*

Recorded for record March 25, 1905  
at 10:00 a.m. Recorded as Plat  
Book 2, Page 229-2  
Alfred H. Huls  
Recorder for the

1/2 Section 16 of T4, R25, C27, Kosciusko County, Ind.  
Cottages and  
28 29  
1/2 Section 16 of T4, R25, C27, Kosciusko County, Ind.

The undersigned, Alfred H. Huls, Recorder for the County of Kosciusko, Indiana, do hereby certify that the above described plat of land, as shown on the attached map, was duly recorded in my office on the 25th day of March, 1905, at 10:00 a.m., and that the same is a true and correct copy of the original as filed for record.

*Alfred H. Huls*  
Recorder for the County of Kosciusko, Indiana

Whereas, the above described plat of land, as shown on the attached map, was duly recorded in my office on the 25th day of March, 1905, at 10:00 a.m., and that the same is a true and correct copy of the original as filed for record, I do hereby certify that the same is a true and correct copy of the original as filed for record.

The above plat and map were  
correctly prepared by  
*Alfred H. Huls*  
Recorder for the County of Kosciusko, Indiana

Book 2, Page 229-2

Book 2, Page 229-2