



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: 21-065

SCHEDULE A

1. Commitment Date: **January 15, 2021, at 8:00 am**

2. Policy to be issued:

(a) 2006 ALTA® Owner's Policy
Proposed Insured:

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 Everett E. Troyer, deceased, subject to the rights of Lester Thompson, Personal Representative of the estate of said decedent which is being administered without supervision in the Circuit Court of Noble County, Indiana under cause number 57C01-2005-EU-000024.

5. The Land is described as follows:

SEE ATTACHED EXHIBIT "A"

Assurance Title Company, LLC

By: *Jamie McKenzie*
Authorized Signatory

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27C165B

ALTA Commitment for Title Insurance 8-1-16

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EXHIBIT "A"

Tract 1:

One acre out of the Southwest corner of the East half of the East half of the Southeast Quarter of Section 26, Township 34 North, Range 9 East, more particularly described as follows, to-wit: Commencing at the Southwest corner of said East half of said East half of said Southeast Quarter; thence North on the West line of said East half of said East half 8 rods; thence East on a line parallel with the South line of said section 20 rods; thence South on a line parallel with the West line of said East line of said Section 26; thence West along said South line 20 rods to the place of beginning.

Tract 2:

A part of the West half of the Southwest Quarter of Section 33, Township 34 North, Range 9 East, more fully described as follows: Beginning at a point 237.0 feet South of the Northeast Corner of the West half of the Southwest Quarter of Section 33, Township 34 North, Range 9 East; thence West 90 degrees 00 minutes a distance of 300.0 feet to an iron pin; thence South 90 degrees 00 minutes a distance of 435.6 feet to an iron pin; thence East 90 degrees 00 minutes a distance of 300.0 feet to a point in the centerline of County Road 375W; thence North 90 degrees 00 minutes along said centerline 435.6 feet to the place of beginning (Supposed to contain 3.0 acres, 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. 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)."
 8. Personal Representative's Deed from Lester Thompson, Personal Representative of the estate of Everett E. Troyer, deceased to Proposed Insured.
 9. 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.
 10. Vendors, (Sellers), Closing Affidavit to be furnished this office.
- (Requirements Continued)

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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. Standard form of indemnity (GAP Indemnity) for defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date but prior to the date of recording of the instruments under which the Proposed Insured acquires the estate or interest or mortgage covered by this commitment must be provided. Note: Due to office closures related to COVID-19 we may be temporarily unable to record documents in the normal course of business.

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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. Taxes for 2019 payable 2020
Parcel No. 015-100303-00
Tax Unit of York
State ID No. 57-15-26-200-002.000-021
May 11 \$323.40 PAID
November 10 \$323.40 + \$32.34 penalty NOT PAID
Assessed Valuation: Land \$21,000 Improvements \$25,900
Exemptions \$0
7. Taxes for 2019 payable 2020
Parcel No. 015-100652-00
Tax Unit of York
State ID No. 57-15-33-300-008.000-021
May 11 \$1,175.00 PAID
November 10 \$1,175.00 + \$117.50 penalty NOT PAID
Assessed Valuation: Land \$30,900 Improvements \$139,500
Exemptions \$0

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8. Annual assessment of \$25.00 for maintenance of Kirkpatrick Drain 2020, May 11 \$12.50 PAID, November 10 \$12.50 + \$1.25 penalty NOT PAID.
9. Taxes for 2020 due and payable 2021, and subsequent taxes.
10. Taxes for 2021 due and payable 2022, and subsequent taxes.
11. The address shown on Schedule A, is solely for the purpose of identifying said tract and should not be construed as insuring the address shown in the description of the land.
12. The acreage in the legal description is shown for convenience only and should not be construed as insuring the quantity of land set forth in said description.
13. Rights of way for drainage tiles, feeders and laterals, if any.
14. 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.
15. Any governmental limitations or regulations respecting access to abutting roads, streets or highways.
16. Rights of tenants under unrecorded leases.
17. This commitment has been issued without a judgment search being made against the name insured.

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