

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: 702100789**Property Address:** 7620 W 325 N, Larwill, IN 46764**SCHEDULE A**

1. Commitment Date: May 30, 2021 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:
 James Gorski
5. The Land is described as follows:
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 92-02-19-000-202.000-005

LOT NUMBER 2 IN NESS' SUBDIVISION, AS RECORDED IN PLAT INSTRUMENT NUMBER 79-2-31,
IN THE OFFICE OF THE RECORDER OF WHITLEY COUNTY, INDIANA.

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ALTA Commitment for Title Insurance (08/01/2016)



**SCHEDULE B, PART I
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
6. In the event any document is to be notarized using remote online notary, the following requirements apply:
 - A. Confirmation prior to closing that the County Recorders Office of Whitley, 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 Whitley of the documents required herein to create the insured estates or interests.
 - C. Execution of instruments in accordance with Indiana law.
 - D. Acknowledgment of the documents required herein to create the insured estates or interests by a notary public properly commissioned as an online notary public by the Indiana Secretary of State with the ability to perform electronic and online notarial acts under IC 33-42-17.
7. Furnish for recordation a deed as set forth below:

Type of deed: Warranty
Grantor(s): Fee Simple Title Holder as shown on Schedule A
Grantee(s): Proposed Insured as shown on Schedule A
8. 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.
9. Mortgage executed by proposed Mortgagor to the proposed insured lender.

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

10. The Company requires compliance with county ordinance number 2016-05 regarding a division or combination of parcels of land which require approval of the Parcel Committee established under said ordinance prior to recordation of instruments transferring real estate.
11. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
12. As per the purchase agreement, current taxes and/or drain assessments as shown in Schedule B-Section 2 are to be paid.
13. The Company should be furnished a Vendors Affidavit.
14. Furnish evidence that all assessments which are due the owners' association and/or master association, if any, have been paid in full and are current.
15. Furnish proof that any outstanding municipal and/or county tax assessments which are due have been paid current.

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

A Deed dated September 18, 2009 and recorded September 24, 2009 from Cindy Gorski to James Gorski as Instrument No. 2009090426.

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

NOTE: If Fidelity National Title Insurance Company will be serving as the closing agent and this closing will take place on or after July 1, 2009, funds provided in excess of \$10,000.00 must be wired and funds less than \$10,000.00 must be good funds in compliance with IC 27-7-3.7.

END OF SCHEDULE B, PART I

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**SCHEDULE B, PART II
EXCEPTIONS**

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:
Due and Payable: 2021
May Installment: \$617.66 Paid
November Installment: \$617.66 Unpaid
Name of Taxpayer: Gorski, James
Land: \$51,000.00
Improvements: \$108,900.00
Exemptions: \$77,850.00 (Homestead/Supplemental/Disabled)
Taxing Unit: Etna Troy Township
Tax Identification No.: 92-02-19-000-202.000-005
Description: Lot 2 Ness' Sub
8. Annual Assessment as set forth below:
Type of Assessment: Elder A. Drain
Annual Amount: \$5.00, Paid
All future assessments are not yet due and payable.

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SCHEDULE B, PART II
EXCEPTIONS
(continued)

9. Annual Assessment as set forth below:
Type of Assessment: Whitley Solid Waste
Annual Amount: \$53.00, Paid
All future assessments are not yet due and payable.
10. Taxes for the year 2021 are a lien, due in 2022, but are not yet due and payable.
11. Added improvements in place as of January 1, 2021 are subject to assessment which could increase the tax amounts due in 2022, in such cases, the Town or Township assessor should be contacted relative to possible new assessment amounts.
12. 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.
13. 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.
14. Covenants, conditions, restrictions, easements and building lines as shown in the plat of Ness Subdivision recorded in Instrument No. 79-2-31.
15. 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.
16. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
17. 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.
18. Pursuant to IC36-9-27-33 of County Drainage Board (and any amendments thereto) or any legal representative thereof is granted the right of entry over and along lands lying within 75 feet of any regulated drain, said 75 feet being measured at right angles from the existing bank of each and any open drains.
19. 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.

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

NOTE: Fidelity National Title Insurance Company has not conducted a state court judgment search against the purchaser, as any state court judgment against the purchaser is subordinate to the insured mortgage herein pursuant to Indiana Code 32-29-1-4 which states: PURCHASE MONEY MORTGAGE Sec. 4. A Mortgage granted by a purchaser to secure purchase money has priority over a prior judgment against the Purchaser.

END OF SCHEDULE B, PART II

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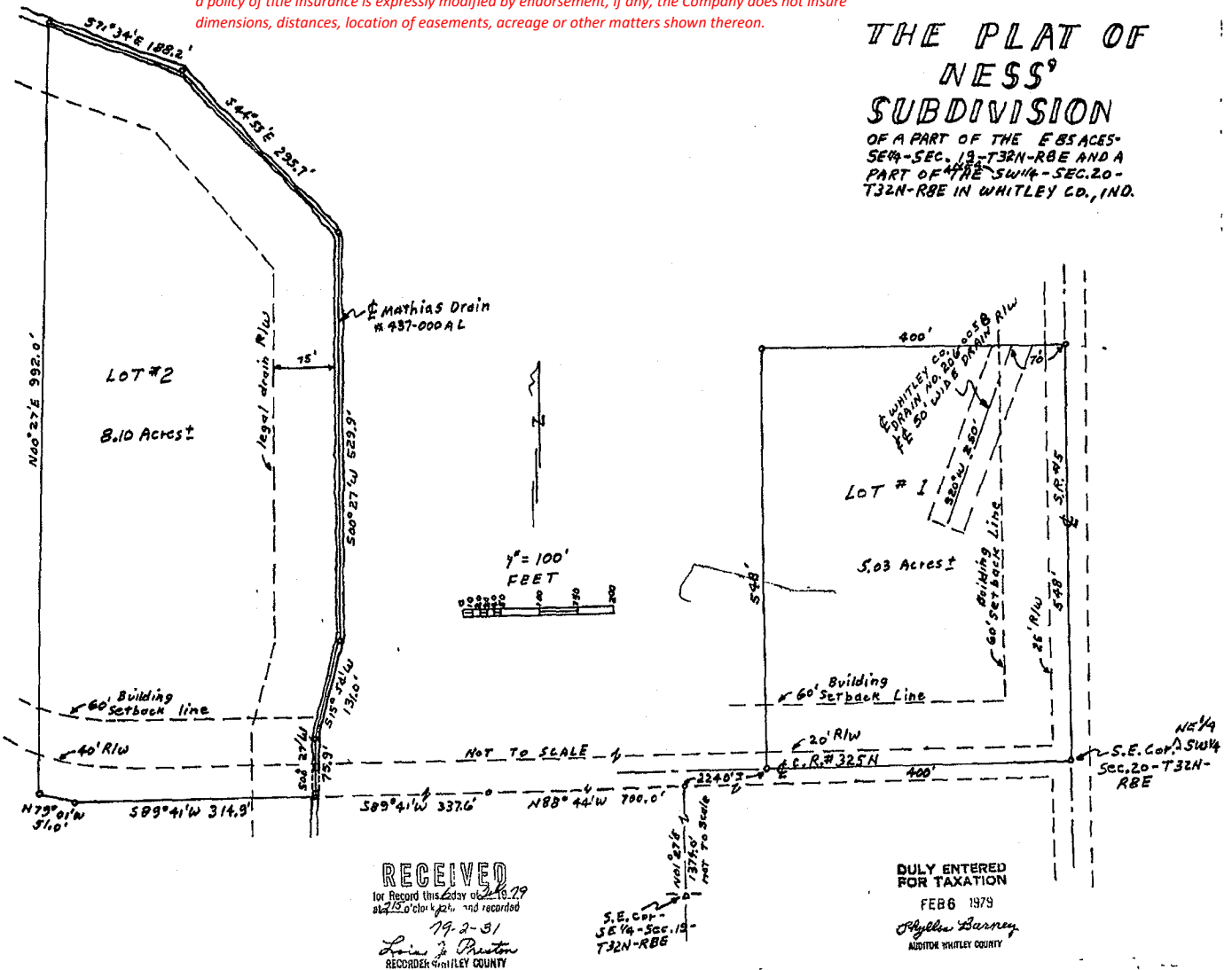
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This map/plot is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

THE PLAT OF NESS' SUBDIVISION

OF A PART OF THE E 85 ACES-
SEC. 19-T32N-R8E AND A
PART OF THE SW 1/4-SEC. 20-
T32N-R8E IN WHITLEY CO., IND.



RECEIVED
for Record this 23rd day of Feb. 1979
at 12:00 o'clock P.M. and recorded
19-2-31
Lois J. Branton
RECORDER WHITLEY COUNTY

DULY ENTERED
FOR TAXATION
FEB 6 1979
Phyllis Barney
AUDITOR WHITLEY COUNTY

CERTIFICATE OF APPROVAL BY THE WHITLEY COUNTY PLAN COMMISSION

This Plat has been given approval by the Whitley County Plan Commission at a meeting held this 22nd day of November, 1978.

SIGNED:

ATTESTED TO: President
Paul Andrus
Planning Director

Paul Andrus
Pres. & Called
Donna L. Allen

RESTRICTIVE COVENANT

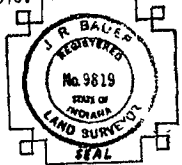
All lots located within said subdivision are sold subject to the proper and acceptable agriculture usage of adjoining real estate and the livestock operations conducted thereon now and in the future as determined by such agriculture and animal husbandry standards then prevailing in Whitley County agricultural community. Deeds conveying title to said lots shall provide that the grantees named therein, their successors and assigns, acknowledge the afore mentioned agricultural usage and livestock operations restrictive covenant, which restrictive covenant shall run with the title to said land.

SIGNED: Phyllis Barney Patricia F. Ness

CERTIFICATE OF SURVEY

I, J. R. Bauer, certify that I am a Professional Civil Engineer and Registered Land Surveyor, licensed in compliance with the Laws of the State of Indiana; that to the best of my knowledge and believe, this Plat represents a true and accurate survey completed by me on the 23rd day of October, 1978.

IN WITNESS WHEREOF:
I have set my hand and official seal
this 23rd day of October, 1978.
SIGNED: J. R. Bauer
State of Indiana
Reg. Civil Eng'r. No. 7813
Reg. Land Surveyor No. 9819



DEED OF DEDICATION

The undersigned owner(s) of the following described real estate, to wit:

A part of the east 85 acres of the SE 1/4 of Section 19-T32N-R8E in Whitley County, Indiana, to wit: Commencing at the SE corner of the said east 85 acres; thence N01°27'12" along the east line of the said east 85 acres, 1374.0' to the south line of County Road #325N; thence N88°44'W along the said south line, 700.0', thence S89°41'W along the said south line, 337.6' to the center of the Mathias Open Drain; said point being the point of beginning, thence S89°41'W along the said west line of line, 314.9'; thence N79°01'W along the said south line, 992.0' to the said east 85 acres; thence N01°27'12" along the said west line, 992.0' to the center of the said drain; thence along the center of the said drain on the following course and distances: 271°24'E, 188.2'; 244°55'E, 295.7'; S00°27'W, 529.9'; S15°54'W, 131.0'; thence S01°27'W, 75.3' to the point of beginning, containing 8.10 acres, more or less, and subject to all legal public road and drain rights of ways.

ALSO: The south 548' of the east 400' of the SW 1/4 of Section 20-T32N-R8E in Whitley County, Indiana, containing 5.03 acres, more or less, and subject to all legal public road rights of ways.

do(es) hereby certify that the owner(s) have laid off, platted and subdivided the said real estate, and do(es) hereby lay off, plat, and subdivide said real estate into 2 lots with road and drain rights of ways and other appurtenances as shown on the within plat. This subdivision shall be known and designated as Ness' Subdivision of a part of the east 85 acres of the SE 1/4 of Section 19 and a part of the SW 1/4 of Section 20-T32N-R8E in Whitley County, Indiana.

SIGNED: Phyllis Barney Patricia F. Ness

STATE OF INDIANA, COUNTY OF WHITLEY, SS: Before me, the undersigned Notary Public, in and for said county and state, personally appeared the within signed, known to me to be the owner(s) of the above described real estate, and acknowledged the due execution of the within Deed of Dedication for the purposes herein expressed.

IN WITNESS WHEREOF, I have set my hand and notarial seal this 31 day of Feb 1979.
My Commission expires Feb 10, 1982.

SIGNED: Phyllis Barney
NOTARY PUBLIC