



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: 21-794

SCHEDULE A

- 1. Commitment Date: **August 12, 2021, at 8:00 am**
- 2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy
Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below**

Proposed Policy Amount: **\$1.00**
 - (b) 2006 ALTA® Loan Policy
Proposed Insured: **Proposed Insured, its successors and/or assigns as their interest may appear**

Proposed Policy Amount: **\$1.00**

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:

The devisees of the Last Will and Testament of Waltraude Shull, deceased, subject to the rights of Henry P. Shull, 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 57C01-2106-EU-000046.

5. The Land is described as follows:

The East 144 feet by parallel lines off of the East end of Lot #4 in Duvall's Woodland Subdivision, Allen Township, Noble County, Indiana.

Assurance Title Company, LLC

By: 
Authorized Signatory

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27C165B

ALTA Commitment for Title Insurance 8-1-16

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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.
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. Affidavit, or other acceptable evidence, to establish of record that the marital relationship which existed between Henry E. Shull and Waltraude Shull was continuous and uninterrupted from the date they acquired title to the land until the death of Henry E. Shull on March 23, 1997.
8. Personal Representative's Deed from Henry P. Shull, Personal Representative of the estate of Waltraude Shull, deceased to Proposed Buyer.
9. NOTE: 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 Auditor's Office. Strict compliance must be followed using the most recent version of the Indiana Sales Disclosure.
10. Vendors, (Sellers), Closing Affidavit to be furnished this office.
11. Duly executed mortgage from Proposed Buyer to Proposed Lender.
12. Mortgagors Closing Affidavit to be furnished this office.

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13. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes for 2020 payable 2021
Parcel No. 009-100836-00
Tax Unit of Allen
State ID No. 57-09-16-100-021.000-003
May 10 \$29.94 PAID
November 10 \$29.94 PAID
Assessed Valuation: Land \$14,400 Improvements \$70,900
Exemptions \$45,000-H/ \$13,930-Supp/ \$14,000-Over 65
7. Taxes for 2021 due and payable 2022, and subsequent taxes.
8. 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.
9. Rights of way for drainage tiles, feeders and laterals, if any.

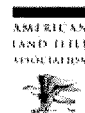
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10. Rights of the public, State of Indiana, County of Noble and the municipality in and to that part of the premises taken or used for road purposes.
11. Any governmental limitations or regulations respecting access to abutting roads, streets or highways.
12. Easement in favor of Indiana & Michigan Electric Company, dated June 16, 1949, recorded June 23, 1949, in Miscellaneous Record 21 pages 47-48.
13. Building line restrictions and drives and easements for driveway as shown on the plat of said Addition, recorded in Plat Book 2, page 214, in the Office of the Recorder of Noble County, Indiana.
14. 24 Month Chain of Title:

Warranty Deed from Henry Peter Shull to Henry E. Shull and Waltraude Shull, husband and wife, dated April 4, 1987, recorded May 7, 1987, in Deed Record 216 page 156.
15. This commitment has been issued without a judgment search being made against the name insured.

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MI 21, 47-48

No. 3018

This agreement made this 21st day of June, 1949, between Ellen Smith, an unmarried woman over the age of twenty-one years, party of the first part, and Carl Albertson and Leona Albertson, husband and wife, parties of the second part, WITNESSETH:

In consideration of Thirty-five Hundred Dollars (\$3500.00) to be paid by said second parties to said first party, said first party hereby sells and agrees to convey to said second parties by her good and sufficient Warranty Deed the following described real estate located in Noble County, State of Indiana, to-wit: Lots numbered Seventy-three (73), Seventy-four (74), Seventy-six (76) and Seventy-seven (77) in Spencer & Wheeler's Addition to the Town of Avilla.

Said Thirty-five Hundred Dollars (\$3500.00) shall be paid by said second parties to said first party in monthly installments of Thirty Dollars (\$30.00) a month, commencing July 10, 1949, and payable at the rate of Thirty Dollars (\$30.00) on the tenth day of each and every month thereafter until said Thirty-five Hundred Dollars (\$3500.00) is fully paid, including interest at the rate of five per cent. per annum on the unpaid balance of the purchase price, which interest shall first be deducted from the monthly payments and the balance of the monthly payments applied on the reduction of the principal.

When said Thirty-five Hundred Dollars (\$3500.00) is fully paid, together with all interest, as above set forth, said first party shall execute and deliver her Warranty Deed for said real estate, excepting that said first party shall not warrant as to liens and encumbrances which are assumed hereunder by said second parties.

It is understood that said second parties shall not have the privilege of paying any more on this agreement than the Thirty Dollars (\$30.00) a month, as above provided, until ten (10) years have elapsed, at which time said second parties may pay the balance of the purchase price in any manner they wish, however, they must at least meet the Thirty Dollars (\$30.00) monthly payments, as above provided. In the event of the death of the party of the first part, the parties of the second part shall have the privilege of paying the unpaid balance of the purchase price and interest at any time, however, they shall at least be obligated to make the Thirty Dollars (\$30.00) monthly payments.

The parties of the second part shall have possession of the above described real estate immediately, subject only to the rights of the present tenant, Arnold Teders, whose lease expires September 10, 1949.

The parties of the second part shall be entitled to keep possession of said premises for so long as they comply with the covenants of this agreement and they agree that they will not commit any waste of any kind or character on said real estate and that they will not allow any waste to be committed thereupon. Said second parties further agree that they will not allow any liens of any kind or character to be placed against said real estate and that it will be kept free and clear of all liens and encumbrances of every kind.

Said first party agrees to pay the taxes assessed against said real estate for the first half of 1949, payable in the spring of 1950, and the parties of the second part assume and agree to pay all subsequent taxes, liens and assessments. The party of the first part does not know of any liens of any kind against the property, excepting unpaid current taxes, and in the event there are any liens of any kind against the property at the present time, excepting said taxes, the party of the first part shall pay them.

The parties of the second part shall carry insurance in the sum of at least Twelve Hundred Dollars (\$1200.00) against loss by fire with extended coverage in the name of the party of the first part, with a loss payable clause attached to said policy, payable to said parties as their interests appear.

In the event the parties of the second part desire to assign their interest in this agreement, or any part thereof, they must first obtain the written consent of the party of the first part.

The party of the first part does not agree to furnish an abstract of title or Title Insurance for the above described real estate.

In the event the parties of the second part become in default in their monthly payments for a period of more than sixty (60) days, the party of the first part shall have the privilege of cancelling this agreement and shall be entitled to immediate re-possession of the premises and may keep any and all payments made hereunder and the payments so retained by her shall be considered as rent and not as liquidated damages. In the event the parties of the second part are in default and said first party does not elect to terminate this agreement and demand re-possession, she shall not later be barred from electing to terminate the agreement and obtaining re-possession in the event of a subsequent default by said second parties in said monthly payments for more than sixty (60) days.

This agreement shall be binding upon the heirs, executors, administrators and assigns of all of the parties to this agreement.

In Witness Whereof, said parties have hereunto set their hands to this agreement, in duplicate, the day and date first above written.

Carl Albertson
Carl Albertson

Ellen Smith
Ellen Smith
Leona Albertson
Leona Albertson

STATE OF INDIANA, County of Noble, ss:

Before me, the undersigned, a Notary Public, in and for said County and State, this 21st day of June, 1949, personally appeared Ellen Smith, an unmarried woman over the age of twenty-one years, and Carl Albertson and Leona Albertson, husband and wife, and they each acknowledged the execution of the foregoing and annexed agreement.

Witness my hand and Notarial seal.

My Commission expires January 21, 1952.
Recorded, June 23, 1949 at 9:00 A.M.

Thelma Autenrieth
Thelma Autenrieth



Paul C. Orsted

Recorder, Noble County, Indiana.

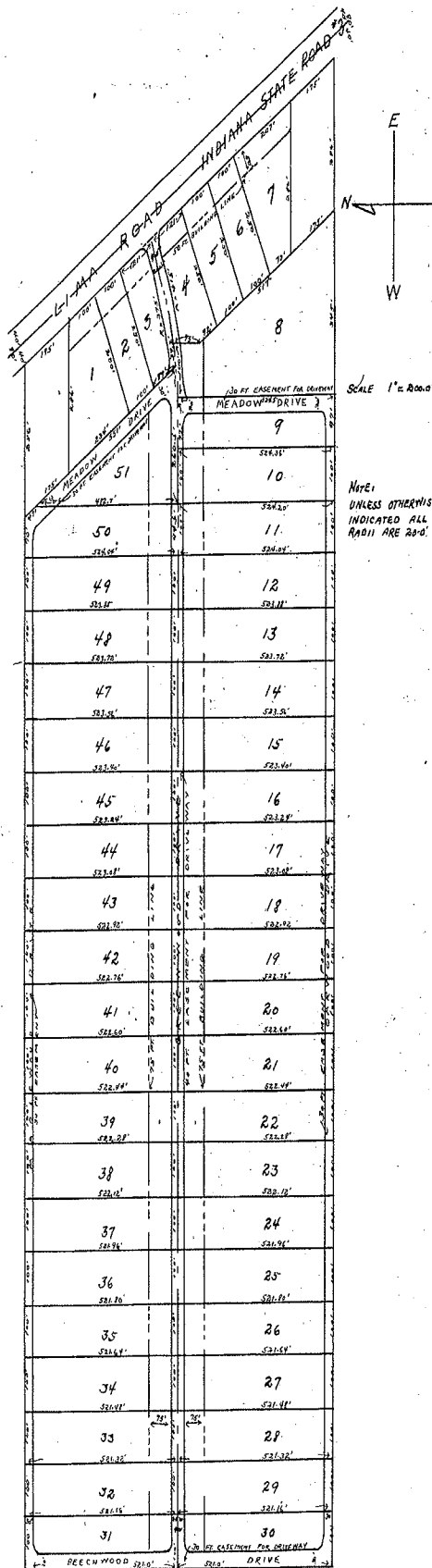
No. 3028

EASEMENT FOR ELECTRICAL LINES

KNOW ALL MEN BY THESE PRESENTS, That the grantors, Allen Taylor and Fern Taylor, his wife Herbert R. Herrick and Esty V. Herrick, his wife of Noble County, Indiana, in consideration of the sum of one dollar (\$1.00) and other valuable considerations, in hand paid to the grantors hereby grant to INDIANA & MICHIGAN ELECTRIC COMPANY, a corporation organized under the laws of the State of Indiana, and to its successors and assigns, the right and authority to construct, erect, maintain, operate, repair, replace and renew towers and poles, and the right and authority to string, install, construct, erect, main-

DUVALL'S WOODLAND SUBDIVISION

PLAT - 02-0214



THE UNDERSIGNED, EDWARD DUVALL AND BEULAH DUVALL, HUSBAND AND WIFE, BEING THE OWNERS OF THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT:

BEGINNING AT A POINT 865.9 FEET NORTH OF THE CENTER OF SECTION 16, TOWNSHIP 34 NORTH, RANGE 11 EAST; THENCE WEST 1302.1 FEET TO AN IRON PIN; THENCE NORTH 1042.525 FEET TO A STAKE, SAME BEING THE SOUTHWEST CORNER OF THE REAL ESTATE CONVEYED BY MAY H. COWAN AND MYRA O. HERRICK TO HARRY BOSZOR AND STELLA BOSZOR, HUSBAND AND WIFE, BY DEED RECORDED IN DEED RECORD 123, PAGE 450; THENCE EAST ALONG THE SOUTH LINE OF SAID PROPERTY SO CONVEYED TO HARRY AND STELLA BOSZOR AND ALONG THE SOUTH LINE OF THE REAL ESTATE CONVEYED BY MAY H. COWAN AND MYRA O. HERRICK TO NORA BELLE HELMKE BY DEED RECORDED IN DEED RECORD 124, PAGE 23 AND THE SOUTH LINE OF THE PROPERTY CONVEYED BY MYRA O. HERRICK AND MAY H. COWAN TO JAMES R. MCCORMICK AND ETHEL A. MCCORMICK, HUSBAND AND WIFE, BY DEED RECORDED IN DEED RECORD 123, PAGE 60, A DISTANCE OF 2305.34 FEET TO A POINT IN THE CENTER OF THE LIMA PLANK ROAD; THENCE SOUTHEASTERLY ALONG THE CENTER OF SAID ROAD 1199 FEET TO THE SOUTHEAST CORNER OF A ONE ACRE TRACT CONVEYED BY HERBERT R. HERRICK AND WIFE TO SAMUEL E. SINGS AND MILDRED SINGS, HUSBAND AND WIFE, BY DEED RECORDED IN DEED RECORD 126, PAGE 240; THENCE WEST ALONG THE SOUTH LINE OF SAID PROPERTY SO CONVEYED TO SAMUEL E. SINGS AND WIFE, EXTENDED, TO THE PLACE OF BEGINNING, 1580.37 FEET, CONTAINING IN ALL APPROXIMATELY 62.8 ACRES MORE OR LESS, EXCEPTING THEREFROM THE FOLLOWING, TO WIT: COMMENCING AT A POINT 586.55 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 16, TOWNSHIP AND RANGE AFORESAID, AND RUNNING THENCE NORTH 29 DEGREES WEST ALONG THE WEST SIDE OF THE RIGHT OF WAY OF STATE HIGHWAY NO. 3 A DISTANCE OF 993.2 FEET; THENCE NORTH 29 DEGREES WEST ALONG THE WEST LINE OF STATE HIGHWAY NO. 3 A DISTANCE OF 175 FEET; THENCE WEST 286 FEET; THENCE SOUTH 29 DEGREES EAST 175 FEET; THENCE EAST 286 FEET TO THE PLACE OF BEGINNING, CONTAINING 1 ACRE OF LAND, MORE OR LESS; ALSO EXCEPTING THEREFROM THE FOLLOWING, TO WIT: COMMENCING AT A POINT THAT IS 586.55 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 34 NORTH, RANGE 11 EAST, AND NORTH 29 DEGREES WEST ALONG THE WEST SIDE OF THE RIGHT OF WAY OF STATE HIGHWAY NO. 3 A DISTANCE OF 2017.2 FEET, FROM THIS POINT AS A PLACE OF BEGINNING; THENCE NORTH 29 DEGREES WEST ALONG SAID WEST EDGE OF RIGHT OF WAY A DISTANCE OF 175 FEET; THENCE WEST A DISTANCE OF 286 FEET; THENCE SOUTH 29 DEGREES EAST A DISTANCE OF 175 FEET; THENCE EAST A DISTANCE OF 286 FEET TO THE PLACE OF BEGINNING, CONTAINING 1 ACRES OF LAND, MORE OR LESS, DO HEREBY SUBDIVIDE AND PLAT THE SAME INTO LOT DRIVES AND EASEMENTS FOR DRIVEWAYS, AS SHOWN ON THE PLAT HEREWITH, TO BE KNOWN AS DUVALL'S WOODLAND SUBDIVISION IN THE NORTH HALF OF SECTION 16, TOWNSHIP 34 NORTH, RANGE 11 EAST, IN NOBLE COUNTY, STATE OF INDIANA.

THE UNDERSIGNED CIVIL ENGINEER AND SURVEYOR, REGISTERED UNDER THE STATUTES OF THE STATE OF INDIANA, HEREBY CERTIFIES THAT HE HAS SURVEYED THE LOTS OF DUVALL'S WOODLAND SUBDIVISION, IN THE NORTH HALF OF SECTION 16, TOWNSHIP 34 NORTH, RANGE 11 EAST IN NOBLE COUNTY, STATE OF INDIANA, IN ACCORDANCE WITH THE PLAT SHOWN HEREWITH. THE LOTS ARE NUMBERED FROM 1 TO 51, INCLUSIVE, AND THE DIMENSIONS ARE NOTED IN FEET AND DECIMALS ON THE PLAT. IN WITNESS WHEREOF THE SAID CIVIL ENGINEER AND SURVEYOR HAS HEREUNTO SET HIS HAND AND SEAL THIS 21ST DAY OF FEBRUARY, 1949.

EDWARD DUVALL
BEULAH DUVALL
HUSBAND AND WIFE
STATE OF INDIANA, COUNTY OF ALLEN, SS:
BEFORE ME, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE SIGNED EDWARD DUVALL AND BEULAH DUVALL, HUSBAND AND WIFE, AND ACKNOWLEDGED THEIR VOLUNTARY EXECUTION OF THE PLAT HEREWITH, THIS 21 DAY OF FEB., 1949.
HELEN ALTEVOGT
NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 12, 1953.
TRANSFERRED FOR TAXATION FEBRUARY 24, 1949
RECORDED FEBRUARY 24, 1949 AT 10:15 A.M.