



**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: 21-980  
Property Address: 3588 S 200 E 57 Churubusco, IN 46723

**SCHEDULE A**

1. Commitment Date: **October 1, 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: **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:  
  
**David L. Riddle and Jacqueline L. Riddle, husband and wife**
5. The Land is described as follows:  
  
**SEE ATTACHED EXHIBIT "A"**

**Assurance Title Company, LLC**

By: *Jamie McKenzie*  
**Authorized Signatory**

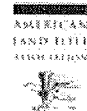
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**27C165B**

**ALTA Commitment for Title Insurance 8-1-16**

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## EXHIBIT "A"

A tract of land taken from David L. Riddle, as found in Deed Record 228, Page 9, as found in the Office of the Recorder of Noble County, Albion, Indiana, and being combined with a tract of land conveyed to Jacqueline L. Weaver in Deed Record 222, Pages 188-189 as found in said Recorder's Office, both tracts located in the Southeast Quarter of Section 20, Township 33 North, Range 10 East, Green Township, Noble County, Indiana, being certified on a Survey dated October 14, 2019, prepared by Ryan C Weber (LS20800107) of Lakewood Surveying, LLC (Job Name: Riddle 4-4-19.dwg) more particularly described, as follows:

Commencing at a Mag Nail with washer (Walker) found over a Harrison Marker found monumenting the East Quarter Corner of Section 20, Township 33 North, Range 10 East, Green Township, Noble County, Indiana; thence South 00 degrees 22 minutes 49 seconds West (Assumed Bearing and Basis for this Description being the Indiana East State Plane Coordinate System), on the East line of the Southeast Quarter of Section 20, a distance of 601.50 feet to a Mag Nail with Washer (Weber 20800107) monumenting the Southeast Corner of a tract of land conveyed to Brandon J. & Jalynn Chordas as found in Document #110100070, as found in the Office of the Recorder of Noble County, Albion, Indiana, being the POINT OF BEGINNING for this description; thence continuing South 00 degrees 22 minutes 49 seconds West, on said East line, also being on the East line of Tracts 1 & 2 in a tract of land conveyed to Jacqueline L. Weaver as found in Deed Record 222, Pages 188-189 as found in said Recorder's Office, a distance of 284.62 feet to a Mag Nail with Washer (Weber 20800107) monumenting the Southeast Corner of said Weaver tract, also being the Northeast corner of a tract of land conveyed to Larry J. & Teresa J. Elliott in Deed Record 214, Page 193 as found in said Recorder's Office; thence North 86 degrees 54 minutes 03 seconds West, on the North line of said Elliott tract, also being the South line of said Weaver tract, and the Westerly extension of said North line of said Elliott tract and the Westerly extension of said South line of said Weaver tract, a distance of 683.72 feet to a 5/8" Rebar (capped Weber 20800107) monumented on the East line of a tract of land conveyed to Charles E. & Linda L. Lehman, as found in Deed Record 205, Page 113 in said Recorder's Office; thence North 00 degrees 11 minutes 45 seconds East, on said East line of said Lehman tract, a distance of 430.41 feet to a 5/8" Rebar (capped Weber 20800107) monumented at the intersection of said East line of said Lehman tract and the Westerly extension of said North line of said Chordas tract; thence South 86 degrees 34 minutes 24 seconds East, a distance of 378.11 feet to a 5/8" Rebar found monumenting the Northwest Corner of said Chordas tract; thence South 00 degrees 22 minutes 49 seconds West, on the West line of said Chordas tract, a distance of 141.80 feet to a 5/8" Rebar found monumenting the Southwest Corner of said Chordas tract; thence South 86 degrees 34 minutes 24 seconds East, on the South line of said Chordas tract, also being the North line of said Weaver tract, a distance of 307.20 feet to the Point of Beginning, containing 5.72 acres, more or less, and subject to all easements, restrictions, setbacks, rights-of-way, and legal drains of record.



## 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. Warranty Deed from David L. Riddle and Jacqueline L. Riddle, husband and wife to Proposed Insured.
8. 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.
9. Vendors, (Sellers), Closing Affidavit to be furnished this office.
10. 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. 020-100638-00  
Tax Unit of Green  
State ID No. 57-20-20-200-010.000-007  
May 10 \$1,075.86 PAID  
November 10 \$1,075.86 PAID  
Assessed Valuation: Land \$27,400 Improvements \$101,700  
Exemptions \$0
7. Annual assessment of \$45.00 for maintenance of Hosler Drain 2021,  
May 10 \$22.50 PAID, November 10 \$22.50 PAID.
8. Annual assessment of \$850.68 for maintenance of Brown #166 Tile Reconstruction 2021,  
May 10 \$425.34 PAID, November 10 \$425.34 PAID.
9. Taxes for 2021 due and payable 2022, and subsequent taxes.

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10. 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.
11. 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.
12. Rights of way for drainage tiles, feeders and laterals, if any.
13. 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.
14. Any governmental limitations or regulations respecting access to abutting roads, streets or highways.
15. 24 Month Chain of Title:

Quit Claim Deed from Jacqueline L. Riddle to David L. Riddle and Jacqueline L. Riddle, husband and wife, dated January 13, 2020 and recorded January 22, 2020 as Instrument No. 200100520.

Warranty Deed from David L. Riddle to Jacqueline L. Riddle, dated January 10, 2020 and recorded January 22, 2020 as Instrument No. 200100519.

Warranty Deed from Harry E. Bingham and Kathy V. Bingham, husband and wife to Jacqueline L. Weaver, dated November 15, 1988 and recorded November 23, 1988 in Deed Record 222 page 184.

Quit Claim Deed from Kathy V. Bingham to Jacqueline L. Weaver, dated November 16, 1988 and recorded November 23, 1988 in Deed Record 222 page 186.

16. This commitment has been issued without a judgment search being made against the name insured.

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