

Transaction Identification Data for reference only:

Issuing Agent: Doma Insurance Agency of Indiana, LLC
Issuing Office: 236 Frontage Road, Columbia City, IN 46725
Issuing Office's ALTA® Registry ID:
Loan ID No.:
Commitment No.: 15701-21-06125-IN
Issuing Office File No.: 15701-21-06125-IN
Property Address: 1105 E 100 S, Columbia City, IN 46725

SCHEDULE A

1. Commitment Date: October 27, 2021 at 08:00 AM
2. Policy to be issued:
 - a. ALTA 2013 Homeowner's Policy of Title Insurance
Proposed Insured: To Be Determined
Proposed Policy Amount: \$0.00
 - b. ALTA Loan Policy of Title Insurance
Proposed Insured: , its successors and/or assigns as their respective interests may appear.
Proposed Policy Amount: \$0.00
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:

Joan F. Simon
5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

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Authorized Countersignature:



By: Laura Ormsby
Doma Insurance Agency of Illinois, Inc.

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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. 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.
6. Pay the agreed amount for the estate or interest to be insured.
7. Pay the premiums, fees, and charges for the Policy to the Company.
8. 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.

9. **DEED TO RECITE, IN ESSENCE, AS FOLLOWS:**

The Undersigned hereby Affirms, under the penalties of perjury, that Joan F. Simon and the late Chester L. Simon, were husband and wife when they acquired title to the described real estate by a Deed dated February 13, 1987 and recorded February 18, 1987 as Instrument No. 1987020230 of the Records of Whitley County, Indiana. Their marriage relationship remained unbroken until the death of Chester L. Simon on October 6, 2015, at which time Joan F. Simon acquired title as surviving tenant by the entireties.

NOTE: If the foregoing statement is not true, contact the Company immediately.

10. Warranty Deed from Joan F. Simon vesting fee simple title in To Be Determined.
11. Vendors Affidavit satisfactory to Company and to the underwriter to be furnished.
12. Mortgage executed by proposed Mortgagor to the proposed insured lender.
13. Current taxes and/or drain assessments as shown in Schedule B-Section 2 are to be paid.

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14. Mortgagors Affidavit(s) to be furnished.
15. Payment and Release of the Mortgage from Chester L. Simon and Joan F. Simon, husband and wife, tenants by the entireties to Mortgage Electronic Registration Systems Inc as nominee for Aegis Mortgage Corporation dba Caledon Capital dated November 27, 2002, filed December 5, 2002 as Instrument No. 2002120233 in the amount of \$.
16. Payment and Release of the Mortgage from Chester L. Simon and Joan F. Simon, husband and wife, tenants by the entireties to Mortgage Electronic Registration Systems Inc as nominee for Green Tree Servicing LLC dated May 16, 2014, filed June 3, 2014 as Instrument No. 2014060040 in the amount of \$, subordinated by Subordination Agreement, recorded June 28, 2016, in Instrument No. 2016060481.
17. NOTE: A 36 month chain of title was done and we find the following:

Warranty Deed from Mable Greenawalt to Chester L. Simon and Joan F. Simon, husband and wife, tenants by the entireties, dated February 13, 1987, recorded February 18, 1987, as Instrument No. 87-2-230 in the office of the Recorder of Whitley County, Indiana.
18. NOTE: If an insured closing is completed by North American Title Insurance Company Short Form Policy/Policies will be issued at the time of closing.
19. NOTE: If North American 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.

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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. 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.
3. 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.
4. Rights or claims of parties in possession not shown by the public records.
5. Easements, or claims of easements, not shown by the public records.
6. 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.
7. 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.
8. Taxes or special assessments which are not shown as existing liens by the public records.

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9. Property Taxes are as follows:
Tax Year: 2020
Due and Payable: 2021
May installment amount \$176.84
Status: Paid
November installment amount \$176.84
Status: Unpaid
Name of Taxpayer: Simon, Chester & Joan F
Land \$35,800.00
Improvements: \$61,400.00
Exemptions: Over 65 (Age) \$14,000.00
Exemptions: Homestead - Supplemental \$9,646.00
Exemptions: Homestead \$41,340.00
Exemptions: Mortgage \$3,000.00
Taxing Unit: (004) Columbia City
State Parcel No: 92-06-12-000-303.000-004
Description: PT W2 SW4 S12 T31 R9 7.933A
10. Special Assessment as set forth below:

Type of Assessment: 310-WHITLEY CO SOLID WASTE
May Installment: \$53.00, Paid
All future assessments are not yet due and payable.

Taxes for 2021 payable in 2022 are a lien, but not yet due and payable.
Taxes for 2022 due and payable in 2023 are a lien, but not yet due and payable and taxes for all subsequent installments, which are not yet a lien.
11. Added improvements in place as of January 1, 2021 are subject to assessment which could increase the tax amounts due in January 1, 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. The acreage indicated in the legal description is solely for the purpose of identifying the said tract and should not be construed as insuring the quantity of land.

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15. Notwithstanding the provisions, terms and conditions of this title policy, this policy does not insure title to the mobile or manufactured home on real estate.
16. Rights of the public, the State of Indiana, the County of Whitley and the municipality in and to that part of the land taken or used for road purposes.
17. Rights of way for drainage tiles, feeders and laterals, if any.
18. 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.
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.

NOTE: Any exception contained herein omits any covenant or restriction, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

20. NOTE: North American 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.
21. Riparian rights are neither guaranteed nor insured; riparian or littoral rights of others in and to the ditch, stream, or other body of water on, or through, the insured real estate described herein.
22. NOTE: Judgment search has been made against Chester L. Simon and Joan F. Simon for ten years last past. (None).

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The Land is described as follows:

Part of the Southwest Quarter of Section 12, Township 31 North, Range 9 East, Whitley County, Indiana, more particularly described as follows, to wit:

Beginning on the South line of said Southwest Quarter, at a point situated N 90 degrees 00'E, a distance of 412.5 feet from the Southwest corner of said Southwest Quarter; thence N 90 degrees 00' E, on and along the South line of said Southwest Quarter, being also the centerline of County Road 100S, a distance of 357.56 feet; thence N 01 degrees 22'30"W (recorded N 01 degrees 24'W), a distance of 965.0 feet; thence S 90 degrees 00' W and parallel to said South line, a distance of 358.1 feet (recorded 358.8 feet) to a point situated 412.5 feet East of the West line of the Southwest Quarter; thence S 01 degree 24'30"E (recorded S 01 degree 28'E) and parallel to the West line of said Southwest Quarter, a distance of 965.0 feet to the point of beginning.

Containing 7.925 acres of land, subject to legal right-of-way for County Road 100S and subject to all easements of record.

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